



## RTA BOARD AGENDA

Wednesday, July 11, 2018 at 8:30 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: Tom O'Malley**

**Vice President: Dan Rivoire**

Board Members:

John Peschong (First District – SLO County)  
Bruce Gibson (Second District – SLO County)  
Adam Hill (Third District – SLO County)  
Lynn Compton (Fourth District – SLO County)  
Debbie Arnold (Fifth District – SLO County)  
Tim Brown (Arroyo Grande)

Tom O'Malley (Atascadero)  
John Shoals (Grover Beach)  
John Headding (Morro Bay)  
Fred Strong (Paso Robles)  
Ed Waage (Pismo Beach)  
Dan Rivoire (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 [LEP]) by contacting the RTA offices at 781-4833. Please note that 48 hours advance notice will be necessary to honor a request.

### FLAG SALUTE

### CALL TO ORDER AND 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.

### A. INFORMATION AGENDA

- A-1 Executive Director's Report (Receive)
- A-2 Paso Robles Bus Parking Yard Mitigations Monitoring Report (Receive)

### B. ACTION AGENDA

- B-1 Amended and Restated RTA Joint Powers Agreement (Adopt)
- B-2 RTA Employee Handbook (Adopt)

**C. CONSENT AGENDA:** (Roll Call Vote) the following items are considered routine and non-controversial by staff and will be approved by one motion if no member of the RTA or public wishes an item be removed. If discussion is desired by anyone, the item will be

removed from the consent agenda and will be considered separately. Questions of clarification may be made by RTA Board members, without the removal of the item from the Consent Agenda. Staff recommendations for each item are noted following the item.

- C-1 Executive Committee Meeting Minutes of February 14, 2018 (Information)
- C-2 RTA Board Meeting Minutes of May 2, 2018 (Approve)
- C-3 Authorize Executive Director to Submit FTA Section 5311 Grant Application (Approve)
- C-4 Procurement of Paratransit Vehicles (Approve)
- C-5 Amendment #2 of Pacific Surfliner Transit Transfer Program Agreement (Approve)
- C-6 Authorize Executive Director to Submit AB-617 CAP Grant Proposal (Approve)
- C-7 Authorize Executive Director to Submit BUILD Grant Proposal (Approve)
- C-8 Authorize Executive Director to Submit FTA Section 5339(b) Grant Proposal (Approve)

**D. CLOSED SESSION:** None

**E. BOARD MEMBER COMMENTS**

Next regularly-scheduled RTA Board meeting on September 5, 2018

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**July 11, 2018**

**STAFF REPORT**

**AGENDA ITEM:** A-1

**TOPIC:** Executive Director's Report

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

**STAFF RECOMMENDATION:** Accept as Information

**BACKGROUND/DISCUSSION:**

**Operations:**

Please welcome new Bus Operators Ericka and Glenn to the RTA team. Ericka and Glenn completed the comprehensive six-week training program on May 25<sup>th</sup>, and they are currently behind the wheel of our buses.

Director Brown, who also serves as the SoCo Transit Board Chair, helped us celebrate the Employee of the Quarter award at the April 27<sup>th</sup> BBQ. SoCo Transit Bus Operator Will James deservingly won the award, with almost 14 years of driving without a single preventable bus collision or passenger injury incident. Will was honored by the SoCo Transit Board at its June 20<sup>th</sup> meeting. The next EOQ BBQ is slated for July 20<sup>th</sup> – please put that on your calendars.

The RTA will celebrate our 9<sup>th</sup> year of in-house operations on August 2<sup>nd</sup>. Staff members will provide safety awards on buses on Friday August 3<sup>rd</sup> to highlight each Bus Operator's achievements in front of their riders.

Unfortunately, we were unable to attract a single qualified Bus Operator candidate for our planned July 9<sup>th</sup> training class. We have seven part-time openings between the RTA and SoCo Transit, and this shortage is causing our overtime costs to escalate. Feedback we received from interviewees is that our \$11.00 per hour Training Wage is too low – even though we reward trainees with the differential of the \$11.00 and the \$14.30 New Hire Wage when they complete training. We recently obtained agreement with the Teamsters to temporarily suspend the lower Bus Operator Training Wage for this fiscal year and instead hire directly at the \$14.30 per hour rate to determine if this will help us recruit in this current difficult hiring environment. We will also continue to run radio ads, and we have posted notices on the bus LCD screens and our website seeking the next slate of trainees.

**Service Planning & Marketing:**

Six firms submitted statements of qualifications by the June 20<sup>th</sup> deadline for the RTA Bus Maintenance Facility Design and Engineering project. A panel comprised of RTA and City of SLO officials interviewed the four short-listed firms on June 29<sup>th</sup>. At the time of this writing, we have ranked the firms and submitted follow-up questions while staff conducts further reference checks. We anticipate bringing a draft agreement to the Board at a special RTA Board meeting on August 1<sup>st</sup> (following the SLOCOG Board meeting). This design/engineering project is being funded with FTA Section 5307 funds, with local match provided by the new Senate Bill 1 – Road Repair and Accountability Act (SB-1) funds.

It should be noted that discussions with our partners at SLO County, SLO City and transit agencies along the Central Coast (Monterey-Salinas Transit and Gold Coast Transit District in Oxnard) about recent construction bid results will challenge our ability to fully-fund the Bus Maintenance Facility. For context, we originally developed the per square foot cost estimates in 2013 – \$200/square foot for administration and operations space, \$100/foot for vehicle maintenance, and \$7.50/foot for hardscape/landscaping. Staff updated those numbers in 2016 when we began the environmental review (\$255, \$140 and 9.60, respectively), which resulted in a revised construction-only estimate of \$9.5 million, plus \$2.9 million in soft costs, which equated to a total cost of \$12.4 million. The latest figures we are now using for grant-making purposes (\$500, 250 and \$18) result in a construction-only estimate of \$17.7 million, or \$23 million total. Staff plans to bring 30% Design Development cost estimates to the Board in late 2018 or early 2019 to determine if a “Plan B” alternative should also be pursued – complete the design/engineering and project entitlement process, while also seeking to extend our current lease past February 2022. That would allow us additional time to continue to seek outside grant funding, but also risks continued escalating construction costs. Staff is also working with the County Auditor to develop possible bonding strategies.

Through a competitive bidding process, the RTA has selected the Wallace Group to complete the final design/engineering for the Improvements to RTA Transit Center project. The kick-off meeting was conducted on June 21<sup>st</sup>, and representatives from both the City and the County participated. I will lead the final design of the project, and RTA Maintenance Manager David Roessler will handle the construction phase slated to begin in late fall / early winter. Final construction should be completed by the end of the calendar year.

The RTA wishes to thank Phillips 66 for again donating \$10,000 to the Nipomo Dial-A-Ride program to help it avoid a financial penalty for not meeting the mandated 10% farebox recovery ratio. This is an extraordinary public-private partnership that helps provide lifeline public transportation services for vulnerable populations in Nipomo. Thanks to RTA Marketing & Community Relations Manager Mary Gardner for working with our partners at Phillips 66 to make this happen again.

## Finance and Administration:

After the May 2, 2018 Board Meeting, staff realized an error in the non-Union salaries table included as an information item as part of the FY18-19 budget. Staff has revised the table and included it at the end of this report. Of note, the budget included the correct financial information so no budget revision is required for this correction.

After a few years of relative stability, medical insurance plans are again changing – both in the levels of coverage and resulting costs. Hopefully, this is not a relapse of the drastic annual cost increases we experienced several years ago. In any case, staff is currently negotiating potential changes to our medical benefits plans with current and potential new carriers, which will likely require that the RTA Board convene in a Special Meeting to provide direction. This Special Meeting would occur after SLOCOG's August 1<sup>st</sup> meeting.

On June 29<sup>th</sup>, Secretary of State Alex Padilla assigned proposition numbers to the legislative and initiative measures set to appear on the November 6, 2018, General Election ballot. Among those initiatives assigned numbers is the effort to repeal Senate Bill 1 (SB-1), which is now officially referred to as Proposition 6. SB-1 includes more than \$1 billion a year available to public transit agencies, including local match funds assumed in the RTA 5-Year Capital Program. If SB-1 is ultimately repealed, the RTA Board would need to make difficult decisions on service levels, possible capital project delays and the financial impacts of using TDA funds in lieu of roadway repairs (by law, transit needs take precedence).

On June 27<sup>th</sup>, Governor Brown signed the FY18-19 State Budget, and a host of trailer bills implementing various aspects of the budget. This year's budget holds lots of good news for public transit. The highlights are as follows:

- *State Transit Assistance Program*: The cost of diesel fuel has increased funding for the STA program from approximately \$601.7 million at the end of FY17-18 to approximately \$768.5 million projected for FY18-19, an increase of approximately \$167 million in the coming fiscal year. Of this amount, \$405.4 million is the result of SB-1.
- *Cap and Trade*: The budget appropriates \$1.4 billion in previously unallocated Cap and Trade auction proceeds, providing support to transit agencies through the following programs:
  - \$125 million for the Hybrid and Zero-Emission Truck and Bus Voucher Incentive Program (HVIP): HVIP provides point-of-sale vouchers to offset the incremental cost of zero- and near-zero emission buses and trucks as well as charging/refueling infrastructure.
  - \$165.4 million for the Alternative and Renewable Fuel and Vehicle Technology Program (ARFVTP): ARFVTP provides grants, loans, and

loan guarantees to support the development and production of low-carbon fuels, expand charging/refueling infrastructure, and establishing workforce training programs.

- \$245 million for Community Air Protection: this funding provides financial incentives to reduce mobile and stationary sources of criteria air pollutants or toxic air contaminants consistent with community emission reduction programs.

This funding is in addition to the \$114.1 million and \$473.2 million expected for the *Low Carbon Transit Operations Program* and the *Transit and Intercity Rail Capital Program*, respectively

Staff continues to engage California Air Resources Board and SLO Air Pollution Control District (SLOAPCD) officials in discussions on the proposed draft *Innovative Clean Transit* regulation. We are also exploring the possibility of submitting a grant application in conjunction with the SLOAPCD to partially pay for Transportation Electrification Infrastructure as part of the new RTA Bus Maintenance Facility project. See Agenda Item C-9 for details.

Staff conducted an analysis of the January 1<sup>st</sup> fare increase to determine impacts on ridership and the average fare. As you will remember, our budget assumptions for FY17-18 included a net 5% increase in fare revenues as a result of the planned fare increase. As shown in the table below, ridership declined by 10,137 (a decline of 4.0%) although overall revenues increased by \$5,877 (an increase of 1.4%) over the first five months of 2018 in comparison to the same period in 2017. However, the average fare per passenger increased 5.7%. Staff will continue to monitor these performance indicators and report findings to the Board at future meetings.

	Jan 1 -May 31, 2017	Jan 1 -May 31, 2018	Variance	% Change
<b>Cash Revenue</b>	\$148,371	\$152,418	\$4,047	2.7%
<b>Cash-Paying Passengers</b>	92,336	88,267	(4,069)	-4.4%
<b>Avg. cash fare per passenger</b>	\$1.61	\$1.73	\$0.12	7.5%
<b>Pass Revenue</b>	\$262,203	\$264,033	\$1,830	0.7%
<b>Pass-Using Passengers</b>	160,692	154,624	(6,068)	-3.9%
<b>Avg. Pass Fare per Passenger</b>	\$1.63	\$1.71	\$0.08	4.4%
<b>Total Revenues</b>	\$410,574	\$416,451	\$5,877	1.4%
<b>Total Passengers</b>	253,028	242,891	(10,137)	-4.0%
<b>Overall Avg. Fare Per Passenger</b>	\$1.62	\$1.71	\$0.09	5.7%

Detailed fixed route and Runabout financial and operating results through Mary 31<sup>st</sup> – the first eleven months of the fiscal year – are provided in the tables at the end of this report and summarized below:

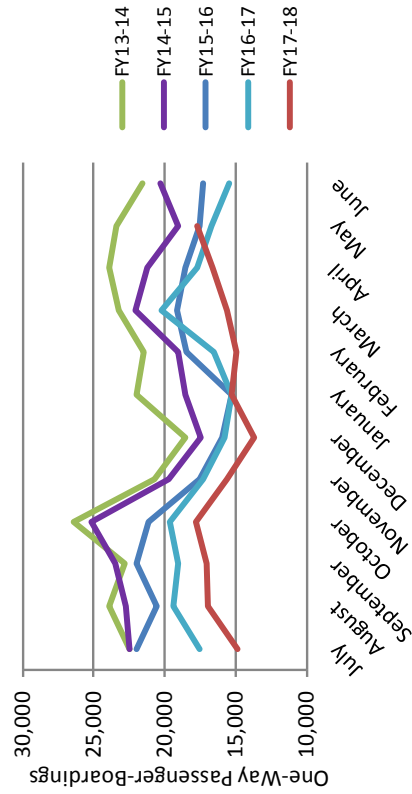
- In terms of overall non-capital expenses, we are slightly below budget – 86.5% of budget through 91.7% of the fiscal year. Notable large-tickets variances include labor (combined 96.8% of YTD budget), fuel (88.4% of YTD budget), and total vehicle maintenance (91.6% of YTD budget). Any savings realized at the end of FY17-18 will be carried over into the next budget year – which helps conserve limited TDA funds at the jurisdiction level.
- RTA core fixed-route ridership totaled 666,753 through the end of May 2018. In comparison, ridership for the same period last year was 703,097, which represents a year over year decline of 5.2%. Year to date ridership on the Route 9 SLO – Paso Robles service is up 1.1% in comparison to the same eleven months in FY16-17. More specifically, the weekday Route 9 ridership is up 0.8%, and it is up 6.8% on Saturdays and 1.6% on Sundays. Ridership on weekdays, Saturdays and Sundays continues to be down across the board on the other four fixed routes, as follows:
  - Route 10 SLO – Santa Maria: down 5.3% overall
  - Route 12 SLO – Morro Bay – Los Osos: down 7.9% overall
  - Route 14 SLO – Cuesta College: down 23.9% overall
  - Route 15 North Coast: down 5.3% overall

Runabout ridership totaled 35,591, which is 4.6% lower than the total from the first eleven months of the previous year (38,352). The majority of this decline is due to the change in Tri-County Regional Center clients' ridership, which started in February 2017. The increased fixed-route fares discussed above also resulted in higher fares for Runabout riders, which likely also had a slight impact on ridership.

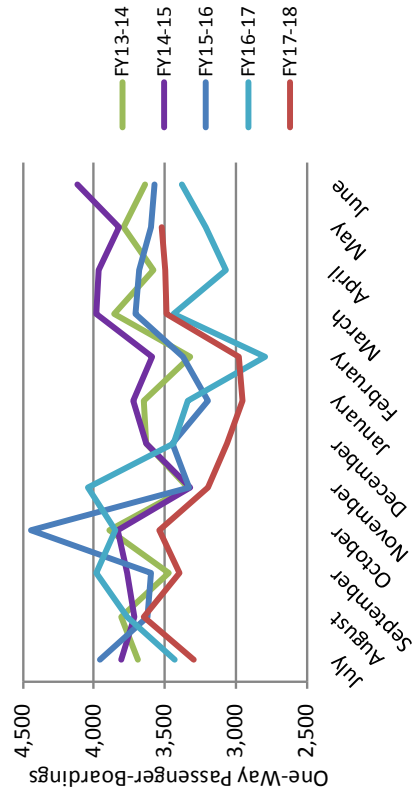
### **Staff Recommendation**

Accept and file this Executive Director's Report as an information item.

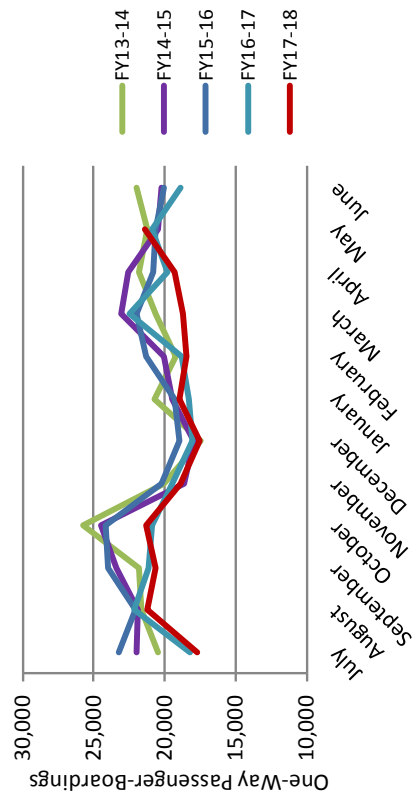
**RTA Route 10 Ridership By Month**



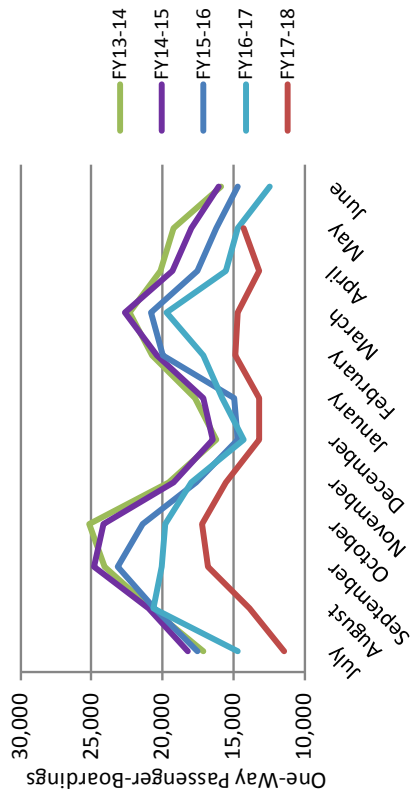
**RTA Runabout Ridership by Mo.**



**RTA Route 9 Ridership By Month**



**RTA Rtes. 12, 14 & 15 Pass./Mo.**





	Adopted Budget FY 2017-18	April Actual	May Budget	May Actual	May Variance	Year to Date FY 2017-18	Percent of Total Budget FY 2017-18
<b>Administration:</b>							
Labor	77,750	6,033	6,479	6,154	325	64,950	83.5%
Labor - Administration Workers Comp	1,722,730	133,749	143,561	137,882	5,679	1,460,214	84.8%
Office Space Rental	855,390	69,088	71,283	96,230	(24,948)	797,887	93.3%
Property Insurance	70,930	16,658	-	-	-	66,631	93.9%
Professional Technical Services	477,880	36,041	39,823	36,041	3,782	430,349	90.1%
Professional Development	17,240	-	-	-	-	17,200	99.8%
Operating Expense	37,670	2,170	8,333	981	7,351	38,021	38.0%
Marketing and Reproduction	270,460	18,404	3,139	2,165	974	28,592	75.9%
North County Management Contract	90,720	2,503	7,560	5,241	2,319	229,528	84.9%
County Management Contract	(41,850)	(3,488)	(3,488)	(3,488)	-	(38,363)	91.7%
SCT Management Contract	(85,230)	(7,103)	(7,103)	(7,103)	-	(78,128)	91.7%
SCT Management Contract	(119,270)	(9,939)	(9,939)	(9,939)	-	(109,331)	91.7%
<b>Total Administration</b>	<b>1,673,930</b>	<b>127,885</b>	<b>132,147</b>	<b>142,016</b>	<b>(9,869)</b>	<b>1,466,614</b>	<b>87.6%</b>
<b>Service Delivery:</b>							
Labor - Operations	4,245,580	327,015	353,798	464,505	(110,707)	3,703,592	87.2%
Labor - Operations Workers Comp	479,910	112,707	-	-	-	450,826	93.9%
Labor - Maintenance	989,230	79,480	82,436	112,593	(30,157)	905,233	91.5%
Labor - Maintenance Workers Comp	140,450	32,985	-	-	-	131,938	93.9%
Fuel	1,054,460	81,660	87,872	93,392	(5,520)	854,756	81.1%
Insurance	615,000	52,084	51,250	52,084	(834)	573,480	93.2%
Special Transportation (for SLOCAT and Paso)	43,900	4,606	2,820	838	1,982	40,394	92.0%
Avia Trolley	69,900	-	11,650	12,900	(1,250)	42,712	61.1%
Maintenance (parts, supplies, materials)	636,610	53,895	53,051	47,525	5,525	505,054	79.3%
Maintenance Contract Costs	92,100	12,485	7,675	24,970	(17,295)	106,511	115.6%
<b>Total Operations</b>	<b>8,367,140</b>	<b>756,917</b>	<b>651,390</b>	<b>810,790</b>	<b>(159,400)</b>	<b>7,314,496</b>	<b>87.4%</b>
<b>Capital/Studies:</b>							
Computer System Maintenance/Upgrades	52,220	-	-	-	-	35,926	68.8%
Miscellaneous Capital	32,540	-	-	-	-	17,452	53.6%
Facility Improvements	42,010	16,701	-	-	-	16,701	39.8%
Maintenance Equipment	33,500	2,552	-	-	-	-	0.0%
Specialized Maintenance Tools	6,600	-	-	-	-	3,711	56.2%
Desks and Office Equipment	163,510	-	-	-	-	102,139	62.5%
Vehicle ITS/Camera System	295,100	841	-	-	-	90,747	30.8%
Bus Stop Improvements/Bus Stop Solar Lighting	126,000	-	-	-	-	-	0.0%
Bus Rehabilitation	751,480	20,095	-	-	-	266,676	35.5%
<b>Contingency</b>	<b>120,490</b>	<b>-</b>	<b>10,041</b>	<b>-</b>	<b>10,041</b>	<b>-</b>	<b>0.0%</b>
<b>Interest Expense</b>	<b>30,490</b>	<b>1,498</b>	<b>2,541</b>	<b>1,083</b>	<b>1,458</b>	<b>18,232</b>	<b>59.8%</b>
<b>Loan Paydown</b>	<b>200,600</b>	<b>-</b>	<b>100,300</b>	<b>100,298</b>	<b>2</b>	<b>200,596</b>	<b>100.0%</b>
<b>Elks Lane Project</b>	<b>1,831,420</b>	<b>391,565</b>	<b>37,000</b>	<b>36,797</b>	<b>203</b>	<b>787,238</b>	<b>91.6%</b>
<b>Paso Property Improvements</b>	<b>859,830</b>	<b>20,529</b>	<b>20,529</b>	<b>20,529</b>	<b>-</b>	<b>225,821</b>	<b>91.7%</b>
<b>Management Contracts</b>	<b>246,350</b>	<b>1,318,588</b>	<b>953,948</b>	<b>1,111,512</b>	<b>(157,565)</b>	<b>10,328,269</b>	<b>73.3%</b>
<b>TOTAL FUNDING USES</b>	<b>14,081,730</b>	<b>906,929</b>	<b>816,648</b>	<b>974,418</b>	<b>(157,770)</b>	<b>9,025,163</b>	<b>86.5%</b>
<b>TOTAL NON-CAPITAL EXPENDITURES</b>							

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY  
YEAR TO DATE THRU MAY 31, 2018  
CURRENT FISCAL YEAR - 2017/2018**

	RT 9 P.R., TEMP., ATAS., S.M., CAL POLY, S.L.O.	RT 10 S.M., NIPOMO, A.G., S.L.O.	RT 12 MORRO BAY, CUESTA, SAN LUIS	RT 14 CUESTA, SAN LUIS TRIPPER	RT 15 SAN SIM., CAMBRIA, CAYUCOS, M.B.	TOTAL RTA CORE SERVICES	RT 7 PASO EXPRESS ROUTE A	RT 8 PASO EXPRESS ROUTE B	TOTAL PASO EXPRESS FIXED ROUTE	PASO EXPRESS DIAL A RIDE	RUNABOUT	SYSTEM TOTAL
<b>REVENUES:</b>												
FARES	\$ 353,646	\$ 343,086	\$ 236,051	\$ 17,004	\$ 28,150	\$ 977,936	\$ 59,706	\$ 59,668	\$ 119,375	\$ 5,786	\$ 134,016	\$ 1,237,112
<b>TOTAL ROUTE REVENUES</b>	\$ 353,646	\$ 343,086	\$ 236,051	\$ 17,004	\$ 28,150	\$ 977,936	\$ 59,706	\$ 59,668	\$ 119,375	\$ 5,786	\$ 134,016	\$ 1,237,112
<b>EXPENDITURES:</b>												
ADMINISTRATION	\$ 322,512	\$ 262,880	\$ 175,408	\$ 18,310	\$ 67,810	\$ 846,919	\$ 15,733	\$ 15,540	\$ 31,272	\$ 7,041	\$ 644,800	\$ 1,530,033
MARKETING	31,974	26,068	17,387	1,931	6,743	84,102	62	62	123	-	-	84,225
OPERATIONS/CONTINGENCY	1,088,056	910,078	591,011	61,498	236,219	2,886,862	271,333	269,082	540,415	112,355	1,948,942	5,488,573
FUEL	222,972	216,579	121,156	12,736	58,263	631,706	24,652	24,939	49,591	4,105	151,363	836,765
INSURANCE	128,147	124,520	69,676	7,274	45	329,662	15,137	15,331	30,468	4,088	160,701	524,919
<b>TOTAL EXPENDITURES</b>	\$ 1,793,660	\$ 1,540,125	\$ 974,638	\$ 101,748	\$ 402,585	\$ 4,779,251	\$ 326,916	\$ 324,953	\$ 651,869	\$ 127,589	\$ 2,905,807	\$ 8,464,516
<b>FAREBOX RATIO</b>	19.7%	22.3%	24.2%	16.7%	7.0%	20.5%	18.3%	18.4%	18.3%	4.5%	4.6%	14.6%
<b>SERVICE MILES</b>	335,144.4	325,604.7	182,179.3	18,929.8	87,712.0	949,570.1	39,394.3	40,114.0	79,508.3	10,679.0	420,457.0	1,460,214.4
<b>SERVICE HOURS</b>	12,532.6	10,214.5	6,814.8	710.7	2,638.8	32,911.3	2,870.0	2,857.0	5,727.0	1,277.5	25,034.7	64,950.4
<b>RIDERSHIP (Automatic Counters)</b>	246,885	215,002	165,559	19,554	19,753	666,753	52,438	51,858	104,296	2,644	36,591	810,284
<b>RIDERS PER MILE</b>	0.74	0.66	0.93	1.03	0.24	0.70	1.33	1.29	1.31	0.25	0.09	0.55
<b>RIDERS PER HOUR</b>	19.5	21.0	24.9	27.5	8.1	20.3	18.3	18.2	18.2	2.1	1.5	12.5
<b>COST PER PASSENGER</b>	7.27	7.16	5.89	5.20	20.38	7.17	6.23	6.27	6.25	48.26	79.41	10.45
<b>SUBSIDY PER PASSENGER</b>	5.83	5.57	4.46	4.33	18.96	5.70	5.10	5.12	5.11	46.07	75.75	8.92
<b>RIDERSHIP (GFI Fareboxes)</b>	214,174	176,114	133,690	10,280	14,331	548,589	47,187	45,411	92,598	2,644	36,591	680,422
<b>RIDERS PER MILE</b>	0.64	0.54	0.73	0.54	0.16	0.58	1.20	1.13	1.16	0.25	0.09	0.47
<b>RIDERS PER HOUR</b>	17.1	17.2	19.6	14.5	5.4	16.7	16.4	15.9	16.2	2.1	1.5	10.5
<b>COST PER PASSENGER</b>	8.37	8.75	7.29	9.90	28.09	8.71	8.71	7.16	7.04	48.26	79.41	12.44
<b>SUBSIDY PER PASSENGER</b>	6.72	6.80	5.52	8.24	26.13	6.93	5.66	5.84	5.75	46.07	75.75	10.62

## RTA Staff Salary Schedule

Effective July 1, 2018

SLORTA POSITION	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
Administrative Assistant	\$41,714.18	\$43,799.90	\$45,989.90	\$48,289.39	\$50,220.97	\$51,727.60	\$52,762.15
Operations Supervisor	\$41,783.24	\$43,872.40	\$46,066.02	\$48,369.32	\$50,304.10	\$51,813.22	\$52,849.48
Administrative Assistant - Finance	\$43,799.90	\$45,989.90	\$48,289.39	\$50,703.86	\$52,732.01	\$54,313.97	\$55,400.25
Accounting Technician	\$43,799.90	\$45,989.90	\$48,289.39	\$50,703.86	\$52,732.01	\$54,313.97	\$55,400.25
Transit Training Instructor/Mobility Specialist	\$48,289.39	\$50,703.86	\$53,239.05	\$55,901.01	\$58,137.04	\$59,881.15	\$61,078.77
Lead Supervisor	\$58,696.05	\$61,630.86	\$64,712.40	\$67,948.02	\$70,665.94	\$72,785.92	\$74,241.63
Human Resources Officer	\$60,163.45	\$63,171.63	\$66,330.21	\$69,646.72	\$72,432.59	\$74,605.57	\$76,097.67
Maintenance Supervisor	\$67,948.02	\$71,345.41	\$74,912.69	\$78,658.32	\$81,804.66	\$84,258.79	\$85,943.96
Manager, Marketing and Community Relations	\$69,646.72	\$73,129.04	\$76,785.50	\$80,624.78	\$83,849.77	\$86,365.26	\$88,092.56
Manager, Safety and Training	\$69,646.72	\$73,129.04	\$76,785.50	\$80,624.78	\$83,849.77	\$86,365.26	\$88,092.56
Grants & Financial Manager	\$76,785.50	\$80,624.78	\$84,656.02	\$88,888.82	\$92,444.37	\$95,217.71	\$97,122.07
Manager, Maintenance and Facilities	\$82,591.24	\$86,720.80	\$91,056.84	\$95,609.69	\$99,434.07	\$102,417.10	\$104,465.44
Manager, Operations	\$95,609.69	\$100,390.17	\$105,409.67	\$110,680.16	\$115,107.37	\$118,560.58	\$120,931.79
Deputy Director/CFO	\$116,214.18	\$122,024.88	\$128,126.12	\$134,532.44	\$139,913.74	\$144,111.15	\$146,993.37



**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**July 11, 2018**

**STAFF REPORT**

**AGENDA ITEM:** A-2

**TOPIC:** Paso Robles Bus Parking Yard CEQA Mitigations Monitoring Report

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

**STAFF RECOMMENDATION:** Accept as Information

**BACKGROUND/DISCUSSION:**

The RTA Board of Directors certified a Mitigated Negative Declaration (MND) report for the *RTA Use of County Yard for Bus Parking Facility in Paso Robles* project on September 14, 2016. The MND identified 19 mitigations<sup>1</sup> that were required to minimize to less-than-significant or completely avoid on-going/long-term environmental impacts that would occur as a result of the project.

As background, the purpose of the project is to provide storage for up to fourteen 40-foot and 45-foot fixed route coaches, five 25-foot cutaway vans, and 26 employee parking spaces, as well as placement of a modular office building.

Construction of the project is now officially complete, and all North County transit operations were transitioned to the new facility on May 20, 2018. As denoted in the Mitigations Monitoring Report table at the end of this document, all construction-related mitigations were fully implemented and are now considered complete. One on-going monitoring issue is #10, which is cut/pasted below:

***Mitigation Measure: BIO-7 – Operations-Related Erosion Control Measures.***  
*Erosion control measures shall be implemented to prevent runoff to the Salinas River corridor and associated tributaries. Silt fencing, in conjunction with other methods, shall be used to prevent erosion and avoid and/or minimize silts and sediments from entering adjacent waterways.*

To ensure that operations-related erosion control measures continue to be implemented and monitored, we will work with our landscaping contractor to help us monitor and document our efforts. In addition, if replacement of lighting or other future site maintenance requires changes that could impact a mitigation category, that action would be monitored and reported.

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<sup>1</sup> Three of the mitigations were combined into one, resulting in 17 categories reported in the table below.

Finally, as required by our *Policy and Procedures for Environmental Evaluation of RTA Projects* adopted in May 2016, staff will report our compliance annually to the RTA Board for a period of five years.

**Staff Recommendation**

Accept and file this Mitigations Monitoring Report as an information item.

<b>Bus Parking Yard in Paso Robles Mitigations Monitoring Report</b>		
11-Jul-18		
<b>#</b>	<b>Summary Description</b>	<b>Status</b>
1	<b>Mitigation Measure AES-1 – Exterior Lighting Controls and Site Screening.</b> An exterior lighting plan will be developed, which will include the height, location, and intensity of all exterior lighting. All light poles, fixtures, and hoods shall be dark (non-reflective) colored. Lighting shall be designed to eliminate any off site glare. All exterior site lights shall utilize full cut-off, “hooded” lighting fixtures to prevent offsite light spillage and glare. In addition, the Project will implement a landscape buffer and other design features to screen the new modular office building, parked buses and parked employee automobiles from view by motorists traveling along the US101 corridor.	Completed.
2	<b>Mitigation Measure AQ-1 – Construction Equipment Emission Control Measures.</b> As identified in the APCD CEQA Air Quality Handbook, construction mitigation measures are designed to reduce emissions (ROG, NOx, DPM, PM10 and GHG) from heavy-duty construction equipment and may include emulsified fuels, catalyst and filtration technologies, engine replacement, and new alternative fueled trucks.	Completed.
3	<b>Mitigation Measure AQ-2 – Construction-Related Dust Control Measures.</b> Since the proposed Project site is within 1,000 feet of a sensitive receptor, dust generated by construction activities shall be kept to a minimum.	Completed.
4	<b>Mitigation Measure (same for all three): BIO-1, GEO-1 &amp; HWQ-1 – Construction Storm Water Plan and SWPPP.</b> Prior to construction, RTA shall – in close consultation with San Luis Obispo County officials – prepare an operations-based Stormwater Pollution Prevention Plan (SWPPP) acceptable to the City of Paso Robles; this SWPPP will focus on the operations of RTA independent of County Corp Yard activities. RTA shall also develop in detail a Construction Storm Water Plan in conjunction with the Project’s final design and grading plan for implementation during construction activities. Specific details are provided in the City of Paso Robles Construction Site Storm Water Quality Requirements.	Completed.

5	<p><b>Mitigation Measure: BIO-2 – Construction-Related Erosion Control BMPs.</b> Prior to and during construction, the contractor shall implement erosion control best management practices. To reduce the potential for inadvertent release of sediment from construction area to adjacent stream, drainage, wetland, or other sensitive resource areas, the contractor shall install appropriate erosion control devices around the perimeter of areas that require disturbance of the ground surface. Storm drains and gutters leading to drainage and wetland areas shall be blocked to prevent water entry. Erosion control devices shall be checked on a daily basis to ensure proper function.</p>	Completed.
6	<p><b>Mitigation Measure: BIO-3 – Construction Outside Nesting Season.</b> If feasible, construction activities will take place outside of the nesting bird season (i.e., March 15 to August 15). If construction activities occur within nesting bird season, a qualified biologist shall perform pre-activity nesting bird surveys to determine if breeding/nesting birds are present within the proposed Project site. If an active bird nest is identified, then CDFG and/or USWFS shall be consulted to determine appropriate buffer during construction activities.</p>	Completed.
7	<p><b>Mitigation Measure: BIO-4 – Qualified Biologist Preconstruction Survey.</b> A qualified biologist shall be retained to conduct a preconstruction survey of the proposed Project site and the adjacent habitats. In the event that any special-status species are identified within the proposed Project area, all work shall cease and the appropriate agencies shall be contacted for further consultation.</p>	Completed.
8	<p><b>Mitigation Measure BIO-5 – Construction Worker Education Program.</b> A construction worker education program shall be prepared and presented to all construction personnel at the beginning of the proposed Project. The program shall discuss sensitive species with potential to occur in the construction zone, with emphasis on special-status wildlife and plant species. The program shall explain the importance of minimizing disturbance and adhering to other disturbance minimizing measures.</p>	Completed.
9	<p><b>Mitigation Measure: BIO-6 – Defining Project Site Limits.</b> The use of heavy equipment and vehicles shall be limited to the proposed Project limits, existing roadways, and defined staging areas/access points. The boundaries of each work area shall be clearly defined and marked with visible flagging and/or orange protective fencing.</p>	Completed.



10	<b>Mitigation Measure: BIO-7 – Operations-Related Erosion Control Measures.</b> Erosion control measures shall be implemented to prevent runoff to the Salinas River corridor and associated tributaries. Silt fencing, in conjunction with other methods, shall be used to prevent erosion and avoid and/or minimize silts and sediments from entering adjacent waterways.	Occupancy on May 20, 2018. Continue to monitor and report annually to Board.
11	<b>Mitigation Measure: BIO-8 – Protection of Salinas River.</b> During construction, washing of concrete, paint, or equipment and refueling and maintenance of equipment shall occur only in designated areas a minimum of 50 feet from the Salinas River. Straw bales, sandbags, and sorbent pads shall be available to prevent water and/or spilled fuel from entering the stream channel. In addition, all equipment and materials shall be stored/stockpiled away from the swale. Construction equipment shall be inspected by the operator on a daily basis to ensure that equipment is in good working order and no fuel or lubricant leaks are present.	Completed.
12	<b>Mitigation Measure: BIO-9 – Oak Tree Protection.</b> Oak tree protection and replacement procedures shall be implemented during the Project. This includes procedures for protecting oak trees to remain in place during construction, and replacing oak trees that are impacted. Oak tree protections must comply with the City of Paso Robles Tree Ordinance No. 835 N.S.	Completed.
13	<b>Mitigation Measure: BIO-10 – Exterior Lighting Controls.</b> To minimize the effects of future exterior lighting on special status wildlife species, all outdoor lighting fixtures shall be positioned and/or shielded to avoid direct lighting to adjacent streams and surrounding habitat areas.	Completed.
14	<b>Mitigation Measure: CUL-1 – Discovery of Human Remains.</b> If human remains are uncovered during ground disturbing activities, RTA and its contractor(s) will immediately halt potentially damaging excavation in the area of the burial and will notify the SLO County Coroner and a professional archaeologist to determine the nature of the remains.	Completed.
15	<b>Mitigation Measure: CUL-2 – Discovery of Prehistoric/Historic Deposits.</b> If prehistoric or historic deposits or features are discovered during ground disturbing activities, activities in the area should cease and a qualified archaeologist shall inspect the discovery and prepare a recommendation for a further course of action.	Completed.
16	<b>Mitigation Measure: NOI-1 – Construction-Related Noise Control.</b> RTA shall ensure that the construction contractor employs noise reducing measures during construction activities.	Completed.

17	<b>Mitigation Measure TRA-1 – Traffic Crossing Warning Sign.</b> A Traffic Crossing Ahead warning sign will be installed on Paso Robles Street upstream from the entrance to the Project site.	Completed.
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**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**July 11, 2018**

**STAFF REPORT**

**AGENDA ITEM:** B-1

**TOPIC:** Consolidate South County Transit into the RTA

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

**STAFF RECOMMENDATION:** Adopt Amended/Restated JPA

**BACKGROUND/DISCUSSION:**

**Summary**

Following many months of public discussions on the potential impacts of consolidating SoCo Transit services into the RTA, staff is herein recommending that the RTA Board of Directors accept SoCo Transit's request to consolidate. This requires four sets of actions:

1. Adoption of the attached amended and restated RTA Joint Powers Agreement (JPA) by the RTA Board of Directors.
2. Adoption of the amended/restated RTA JPA by all eight jurisdictions identified in the new JPA.
3. Termination of the existing South County Area Transit JPA by the SoCo Transit Board of Directors.
4. Termination of the South County Area Transit JPA by all four jurisdictions identified in that JPA.

In addition, upon full execution of the amended and restated RTA JPA, staff will need to file the necessary paperwork with the California Secretary of State. Staff will also ask the SoCo Transit Board of Directors at its July 20<sup>th</sup> meeting to consider terminating its JPA and direct staff to ask each jurisdiction to agree to terminate the South County Area Transit JPA. Finally, staff will bring a budget amendment to the RTA Board that includes the consolidated South County services in November 2018.

**Background**

The RTA Joint Powers Agreement was originally developed in 1990, and it was subsequently amended in 1998 and again in 2013. It is interesting to note that the consolidations of County-funded services into the RTA in 2012 and Paso Robles-funded

services in 2014 did not require amendments of the RTA JPA – but the current proposal to consolidate SoCo Transit requires an amendment due to the termination of that agency.

Staff presented the findings and recommendations of the most recent TDA-required Triennial Performance Audit to the RTA Board at its September 6, 2017 meeting. The presentation included staff's recommended next steps, including possible consolidation of SoCo Transit into the RTA. SoCo Transit is a separate Joint Powers Authority (JPA) that includes the cities of Arroyo Grande, Grover Beach and Pismo Beach, as well as San Luis Obispo County, with the stated purpose of operating fixed-route public transit services in the Five Cities Area.

At the January 18<sup>th</sup> SoCo Transit Board meeting, staff reported that consolidation into the RTA would result in an annual net savings to the SoCo Transit jurisdictions of approximately \$6,000, as well as avoiding an estimated annual \$70,000 TDA penalty. The SoCo Transit Board unanimously approved staff's recommendation to pursue consolidation into the RTA. However, staff subsequently learned in February 2018 from SLOCOG staff members that consolidation would increase SoCo Transit's share of the annual regional portion of the State Transit Assistance (STA) allocation by approximately \$6,000. Together, these three elements result in an estimated annual net benefit of roughly \$82,000 to the South County jurisdictions.

The RTA Board conceptually supported this consolidation request at its March 7<sup>th</sup> meeting and, pending acceptance by the SoCo Transit Board, directed staff to pursue steps to consolidate. The SoCo Transit Board took action at its March 21<sup>st</sup> meeting to pursue consolidation.

Since SoCo Transit achieves a relatively low farebox recovery ratio (FRR), consolidation would effectively lower the combined RTA/SoCo Transit FRR results. On June 6<sup>th</sup>, the SLOCOG Board will consider a new FRR requirement under consolidation of the two agencies, so no net cost increases or revenue declines will be experienced by the RTA jurisdictions because of So Co Transit consolidation into the RTA.

## **Discussion**

In previous public presentations, staff highlighted ten challenges and opportunities under consolidation. These challenges and opportunities have been further refined based on conversations with City and County staff, and are described in detail below:

1. Impacts to the RTA's blended FRR – under the proposed new SLOCOG rules on TDA funds, the Arroyo Grande - Grover Beach Urbanized Area would be granted a lower 15% FRR requirement. Under this new arrangement, no negative financial impact will be incurred by the RTA jurisdictions under consolidation.
2. Planned increases to the minimum wage will affect future FRR results – as the California minimum hourly wage level increases annually to \$15 by 2022, this will

place upward pressure on Bus Operator and other employees' wages over time. This has been reflected in both the RTA and SoCo Transit collective bargaining agreements with Teamsters Local 986, and this will have the effect of eroding the RTA's FRR over time. This was one of the reasons that RTA staff requested that SLOCOG consider FRR relief.

3. Increased health insurance costs – six current SoCo Transit employees will become eligible for medical-only benefits under consolidation, and these additional costs will be solely borne by the SoCo Transit jurisdictions. However, providing medical benefits will likely improve employee retention. The estimated net increase in costs to the South County jurisdictions will be approximately \$40,000 per year.
4. Reduced vehicle-related insurance costs – staff has confirmed with our liability and physical damage carrier that under consolidation the region will save \$17,000 annually in reduced administrative fees, and the per-mile cost for SoCo Transit miles operated will initially decline (currently \$0.48/mile for SoCo Transit vs. \$0.36/mile for RTA using FY17-18 figures). Together, this equates to an initial cost-savings estimate on the order of \$41,000 for the South County jurisdictions.
5. Increased workers compensation costs – RTA's recent work comp experience will result in higher overall costs to the South County jurisdictions under consolidation. The estimated net impact, based on FY17-18 figures, will be an annual increase of approximately \$13,000.
6. Fewer public meetings redirects resources – would allow between 60 and 90 annual hours of senior staff time to be used for other issues. No cost savings is assumed in this analysis.
7. Savings in payroll preparation and associated ADP fees – consolidation would not require separately coding SoCo Transit and RTA wages/benefits. No costs savings is assumed in this analysis.
8. Savings in audit and planning costs – one consolidated annual fiscal and compliance audit saves \$3,000 annually (not counting the additional staff time currently expended). One consolidated TDA Triennial Performance Audit saves \$20,000 every three years. One consolidated Short-Range Transit Plan saves approximately \$50,000 every five to seven years. Annualized, this equates to a cost-savings of approximately \$18,000 annually to the South County jurisdictions.
9. FRR penalty avoided – based on the adopted SoCo Transit FY17-18 budget, the South County jurisdictions would avoid approximately \$70,000 in FY18-19 (the year that a SLOCOG penalty would have been assessed).
10. Additional allocation of STA Regional Funds – based on SLOCOG's current allocation formula, consolidation into the RTA would net the SoCo Transit

jurisdictions an additional \$6,000 annually in formula STA Regional funds due to increased integration with the RTA. However, this greater allocation would also reduce the remaining STA amount that SLOCOG traditionally sets aside as STA reserves; this would only become an issue for other transit agencies in the county if a financial shortfall emerges during the fiscal year.

A “legacy” item concerning risk management cases has been resolved. SoCo Transit uses the same vehicle liability and workers compensation carriers as the RTA (CalTIP and CSAC EIA, respectively). Both carriers will require that the successor agency – the RTA – become responsible for any open or pending South County vehicle collision/incident or workers compensation incidents. Since SoCo Transit has investments in the CalTIP and CSAC liability pools that would be transferred to the RTA and both risk management policies provide first-dollar coverage (aka, “no deductible”), no specific reserves need to be established nor are any cost impacts assumed.

### **Steps Already Implemented to Pursue Consolidation**

In order to refine the potential impacts of consolidation, staff implemented the following steps in late 2017 and into 2018:

1. Monthly SoCo Transit Board Meetings: The SoCo Transit Board scheduled monthly meetings so that important decisions could be made in a timely manner.
2. Monthly Employee Meetings: Staff conducted monthly meetings with Teamsters Local 986 officials and employees to address concerns and develop proposals that could affect the workforce.
3. Risk Management Commitments: Staff developed draft Board Resolutions that are acceptable to our two risk management providers explaining that all liabilities and assets of SoCo Transit – including those related to existing risk management policies – will be assumed by the RTA.
4. Transition of Branding: Staff was instructed by the SoCo Transit Board and each jurisdiction to conservatively transition the SoCo Transit brand to the RTA brand over time as assets/equipment age-out.
5. Local Fare Levels: Staff was instructed by the SoCo Transit Board and each jurisdiction to continue using the fare program implemented in July 2016.
6. Health Insurance Plan Transition: Staff has finalized plans with our health insurance carriers to transition existing full-time SoCo Transit employees onto the RTA’s plans effective January 1, 2019. In addition, we will add SoCo Transit employees that become eligible for medical-only benefits (known as “Part-Time/Health-Benefited” employees in the RTA’s collective bargaining agreement) on January 1<sup>st</sup>.

7. Coordination with Regulatory Agencies: Staff will continue to work with the DMV, CHP, FTA, Caltrans, the SLO County Air District and other regulatory agencies to transition assets and related reporting requirements to the RTA upon consolidation.
8. Transition of Vendor Agreements: Staff will continue to work with vendors and other organizations with whom SoCo Transit has contracted for property, goods and services.
9. Jurisdiction Presentations for Comment & Refinement of JPA: Staff has presented the proposed consolidation, as well as the draft amended RTA JPA document, to all three City Councils in the SoCo Transit area. In addition, RTA staff or the jurisdiction's delegate has presented or will present the consolidation to its legislative body for the remaining RTA jurisdictions. Only one request was submitted to slightly alter the language in *Article II Organization, Section 2 Board Meetings – Voting – Quorum* that will better protect the jurisdictions' financial interests outside of the South County area. That change is denoted in blue text in the attached "redline" version.

Staff has attached two versions of the RTA joint powers agreement so that readers can plainly see the existing JPA language and the proposed new language, as follows:

1. "Clean" version of draft amended and restated JPA as Attachment 1.
2. "Redline" version, which shows the new language in underline/red and suggested deletions in ~~strikethrough/red~~ as Attachment 1.

#### **Staff Recommendation**

1. Adopt the amended and restated RTA JPA.
2. Direct staff to present the amended and restated RTA JPA to all eight jurisdictions for ratification.
3. Upon full executive of the amended and restated JPA, file the necessary paperwork with the California Secretary of State.
4. Direct staff to bring a budget amendment to the RTA Board that includes the consolidated South County services in November 2018.

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**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY  
RESOLUTION NO. 19-\_\_\_\_**

**A RESOLUTION OF THE SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY  
BOARD OF DIRECTORS RECOMMENDING APPROVAL OF THE AMENDED AND  
RESTATED JOINT POWERS AGREEMENT FOR THE SAN LUIS OBISPO  
REGIONAL TRANSIT AUTHORITY**

**WHEREAS**, the San Luis Obispo Regional Transit Authority (RTA) was established through a Joint Powers Agreement in 1990, and amended in 1998 and 2013; and

**WHEREAS**, the RTA operates fixed route services and Americans with Disabilities Act complementary paratransit services (Runabout) throughout the County, as well as other public transportation services on behalf of agency partners; and

**WHEREAS**, South County Transit provides fixed route public transportation services in the cities of Arroyo Grande, Grover Beach and Pismo Beach, as well as the unincorporated area of Oceano, as authorized under a Joint Powers Agreement originally enacted in 1978 and subsequently amended in 2001 and 2016; and

**WHEREAS**, the RTA has provided professional administrative services, vehicle maintenance and operations oversight under contract to South County Transit since 1997; and

**WHEREAS**, both South County Transit and the RTA have extensively discussed the possibility of consolidating South County Transit into the RTA to realize cost efficiencies and to avoid farebox recovery ratio challenges in the South County Transit service area; and

**WHEREAS**, the RTA has drafted an Amended and Restated Joint Powers Agreement for the RTA that consolidates South County Transit services into the agency; and

**WHEREAS**, the Amended and Restated Joint Powers Agreement for the RTA includes provisions that allow local control of service levels and budgetary control for fixed route services in the Arroyo Grande – Grover Beach Urbanized Area, which includes the cities of Arroyo Grande, Grover Beach and Pismo Beach, as well as the unincorporated community of Oceano; and

**WHEREAS**, the Amended and Restated Joint Powers Agreement for the RTA will become effective at 12:00 AM on January 1, 2019 if it is approved by the County of San Luis Obispo and by each of the seven incorporated cities in the county at meetings within those jurisdictions; and

**WHEREAS**, the existing South County Area Transit Joint Powers Agreement states that the Agency may sell, lease or assign all of its real and personal property and may cease

operations upon such terms and conditions as the Board determines to be reasonable;  
and

**WHEREAS**, the existing South County Area Transit Joint Powers Agreement states that the Agreement shall continue in full force and effect until cancelled by a majority of the member agencies; and

**WHEREAS**, the South County Transit Board of Directors will consider at its July 18, 2018 meeting a resolution that terminates the existing South County Area Transit Joint Powers Agreement effective 11:59 PM on December 31, 2018.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that the San Luis Obispo Regional Transit Authority Board of Directors supports consolidation of South County Transit into the San Luis Obispo Regional Transit Authority.

**BE IT FURTHER RESOLVED**, that the San Luis Obispo Regional Transit Authority Board of Directors accepts all South County Transit property and obligations upon termination of the South County Area Transit Joint Powers Agreement.

**BE IT FURTHER RESOLVED**, that the Chairman of the Board is directed to sign this resolution supporting the amended and restated Joint Powers Agreement for the San Luis Obispo Regional Transit Authority.

////////// NOTHING FURTHER EXCEPT SIGNATURES PAST THIS POINT //////////

Upon motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and on the following roll call, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINING:**

The foregoing resolution is hereby adopted this 11<sup>th</sup> day of July 2018.

\_\_\_\_\_  
Tom O'Malley, Chairperson  
San Luis Obispo Regional Transit Authority

**ATTEST:**

\_\_\_\_\_  
Geoff Straw, Executive Director  
San Luis Obispo Regional Transit Authority

**APPROVED AS TO FORM AND LEGAL EFFECT:**

Rita L. Neal  
County Counsel

By: \_\_\_\_\_  
Timothy McNulty, Counsel  
San Luis Obispo Regional Transit Authority

Date: \_\_\_\_\_

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**ATTACHMENT 1**

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY  
AMENDED AND RESTATED JOINT POWERS AGREEMENT**

**WITNESSETH:**

This AMENDED AND RESTATED Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and among the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach and San Luis Obispo, all being municipal corporations in the County of San Luis Obispo, California (hereinafter called "Cities") and the County of San Luis Obispo, a body politic and corporate, and a subdivision of the State of California, (hereinafter called "County").

WHEREAS, the parties first entered into a Joint Powers Agreement to establish the San Luis Obispo Regional Transit Authority ("RTA") on March 9th, 1990, and subsequently amended the agreement on September 2, 1998, and April 16, 2013, and which is being amended and restated for clarity;

WHEREAS, Section 6500 et seq. of the California Government Code (Title 1, Div. 7, Chapter 5, Article 1) provides for agreements between two or more public agencies to jointly exercise any power common to the contracting parties, subject to certain mandatory provisions contained therein; and

WHEREAS, the Cities and County have previously entered into a joint powers agreement for the formation of the San Luis Obispo Council of Governments ("SLOCOG") for the purpose of providing, among other things, for a regional transportation agency and all of its members are members of this Agreement; and

WHEREAS, the San Luis Obispo Council of Governments, at a regularly held meeting on May 10, 1989, voted to consolidate the administration of several transportation systems through a regional transit joint powers agreement; and

WHEREAS, the cities of Arroyo Grande, Grover Beach, Pismo Beach, and the County of San Luis Obispo were formerly members of the South County Area Transit Joint Powers Agency which began operating a public transit system within those jurisdictions in January, 1978, and which ceased to exist and transferred its assets to RTA in return for amendments made to this Agreement effective \_\_\_\_2018.

## ATTACHMENT 1

NOW THEREFORE, it is agreed as follows:

### ARTICLE I General Provisions

Section 1. Recitals are True and Correct: All of the above recitals are true and correct and incorporated herein by reference.

Section 2. Purpose: The purpose of this Agreement is to exercise the common powers of the member agencies for the formation of a joint powers authority with full power and authority to own, operate and administer a county-wide public transportation system within the boundaries and over the territory over which the Joint Powers Agency has jurisdiction.

Section 3. Name: The official name of the entity shall be San Luis Obispo Regional Transit Authority and hereafter referred to as RTA.

### ARTICLE II Organization

Section 1. Board Members: The membership of the RTA Governing Board shall be the same as the membership of the SLOCOG governing board.

Section 2. Board Meetings - Voting - Quorum: Regular meetings shall be generally held in the first week of July, September, November, January, March and May or as specified in a biannually adopted meeting calendar. Special meetings may be called by the President or upon written request of at least three (3) members of the RTA Board.

Voting and quorum provisions shall be the same as those provided in the SLOCOG Joint Powers Agreement, however, any vote solely regarding South County Transit local fixed route services, or other public transportation services operated solely within the Arroyo Grande-Pismo Beach urbanized area, including the budgeting and funding of such services, shall require at least three affirmative votes from Board members who also sit on the South County Transit Committee, as defined in Section 7.C.iii., below.

Section 3. Officers: The officers of SLOCOG shall serve as officers of RTA.

## ATTACHMENT 1

Section 4. Executive Director: The RTA Board shall designate an Executive Director to operate RTA. The Executive Director shall serve at the pleasure of the RTA Board, with delegated powers to certify documents of the RTA Board as required by the law and to assume such duties and responsibilities as the Board may direct.

### Section 5. Members:

- A. The County of San Luis Obispo and all cities incorporated in the County of San Luis Obispo presently or in the future, are declared eligible for membership.
- B. Member city agencies may elect to have an alternate member(s) from their city council in addition to any official member, but said alternate(s) shall be able to vote only in the absence of the official representative.
- C. Membership shall be contingent upon the execution of this Joint Powers Agreement.

Section 6. Boundaries and Service Levels: The service area boundaries shall be all of the area within the boundaries of San Luis Obispo County as designated by the RTA Board. Any additional services beyond the level recommended by the Regional Transportation Plan or mandated in the unmet transit needs hearing required by Public Utilities Code Section 99401.5 may be instituted, but shall require unanimous approval of affected jurisdictions, with costs for the extra service to be distributed on the basis of formula developed by the RTA Board members representing the affected jurisdictions.

### Section 7. Committees:

- A. Committees and subcommittees may be established as RTA may deem appropriate.
- B. Membership on “ad-Hoc” policy committees shall be at the discretion of the President. Nothing herein shall be construed to limit membership on these aforesaid committees to officials of the member agencies. The President may appoint any individual deemed qualified to serve on a committee.
- C. Standing committees shall include the:

## ATTACHMENT 1

- i. Regional Transit Advisory Committee (RTAC) serving as a Regional Transit Productivity Committee to advise the Board on the efficiency and effectiveness of the transit system.
- ii. Executive Committee comprised of the President, Vice President and the past President and at least one representative from the County of San Luis Obispo (if none of the above are from the County of San Luis Obispo) shall advise the Executive Director and RTA on: draft agendas, personnel issues, budget and Overall Work Program; controversial, sensitive and major policy issues; and shall facilitate the annual performance evaluation of the Executive Director. Items for review shall be selected by the Executive Director in consultation with the President. All Committee members may include agenda items as they desire. For purposes of conducting business, two members shall constitute a quorum.
- iii. South County Transit Committee (SCTC) comprised of RTA Board members representing the four jurisdictions included in the Arroyo Grande - Pismo Beach Urbanized Area as defined in the 2010 Decennial Census. The SCTC member jurisdictions include the cities of Arroyo Grande, Grover Beach, Pismo Beach, and the County of San Luis Obispo, representing the Oceano Area and the Avila Beach Area. The SCTC's roles and responsibilities include:
  - a) The SCTC shall determine South County Transit local fixed-route services and any other public transportation services operated solely within the Arroyo Grande – Pismo Beach Urbanized Area by virtue of the voting requirements for all South County Transit matters provided above in Article II, Section 2 of this Agreement
  - b) At a minimum, the SCTC shall meet annually to consider annual service levels, fare levels, major marketing campaigns, and capital improvement plans, and to ratify financial commitments for each jurisdiction participating in South County Transit services. At the request of two or more SCTC members, properly noticed special SCTC meetings may also be conducted.



## ATTACHMENT 1

- c) For purposes of conducting business, three of the four SCTC members shall constitute a quorum.
- d) The SCTC shall submit an annual South County Transit operating budget and multi-year capital improvement plan to the full RTA Board prior to May 1 each year for consideration as part of the RTA Overall Annual Budget.
- e) Any additional services beyond the level recommended by the Regional Transportation Plan or mandated in the annual unmet transit needs h required by California Public Utilities Code Section 99401.5 may be instituted in the SCTC service area, but shall require unanimous approval of affected jurisdictions, with costs for the extra service to be distributed on the basis of a formula developed by the SCTC members representing the affected jurisdictions.
- f) Each SCTC member agency shall make an annual State Transportation Development Act contribution based upon the percentage of total SCTC-served population related to the area served within that member agency. All population percentages utilized shall be those annually adopted by the San Luis Obispo Council of Governments for allocating Transportation Development Act funds based annually on estimates prepared by the State Department of Finance pursuant to Section 2227 of the Revenue and Taxation Code for cities and by the County Planning Department for unincorporated communities.
- g) Any member of the SCTC may withdraw from the SCTC after providing written notice to the RTA Board President one (1) year in advance of the requested withdrawal date. A withdrawing member's financial obligation under this subsection is limited to the withdrawing member's pro-rata share of the currently adopted SCTC operating budget within the service area of the obligated commitments affecting the withdrawing member and any SLOCOG finding as to unmet transit needs that are reasonable to meet pursuant to Public Utilities Code

## ATTACHMENT 1

Section 99401.5. However, the obligations of a withdrawing member under this subsection are limited to the special transportation funds to which the withdrawing member would be entitled, such as Transportation Development Act funds, and this section shall not impose any obligation on the general funds of the withdrawing member.

- D. No committee shall commit RTA on any matter or questions of policy. Such matters or questions can only be decided by RTA.
- E. All committees shall receive clerical assistance from RTA staff and, by agreement, SLOCOG staff for the purpose of maintaining minutes of meetings and other such duties as the Executive Director may direct. The chair of each committee shall sign the original copy of the minutes indicating verification of contents upon committee adoption. Copies of minutes of all meetings shall be sent to members of RTA and the Executive Director.

### ARTICLE III Financial Provisions

Section 1. Budget: The Executive Director shall prepare an Overall Annual Budget for RTA adoption prior to commencement of each fiscal year. The fiscal year shall be July 1 to June 30. The Overall Annual Budget will include financial details on core RTA services, as well as financial details for those various public transportation services provided under agreement to other agencies. Core RTA services include intercity fixed-routes along the US-101 and SR-1 corridors, and regional Americans with Disabilities Act complementary paratransit services. The approval of the Overall Annual Budget shall be in accordance with the following procedures:

- A. The RTA Executive Director will present a report outlining a set of Budget Assumptions budget assumptions to the RTA Executive Committee no later than its February meeting and to the full RTA Board no later than its March meeting.
- B. The RTA Executive Director will present a full draft Overall Annual Budget to the RTA Executive Committee and to the Regional Transit Advisory Committee no later than each committee's April meeting. Each committee will provide feedback to the RTA Executive Director, along with a formal

## ATTACHMENT 1

recommendation that the full RTA Board consider the Overall Annual Budget for adoption (as amended).

- C. The RTA Executive Director will present the full final draft Overall Annual Budget to the RTA Board no later than its May meeting; in no case shall the Overall Annual Budget be adopted later than June 30<sup>th</sup> of each year.

The annual operating and capital budgets for non-core services provided under agreement to another agency requires ratification by its governing body prior to consideration of the Overall Annual Budget by the RTA Board.

Accounting practices to be applied will conform to those used by San Luis Obispo County, consistent with Transportation Development Act rules and regulations.

A Consolidated Fund balance and cash balance for RTA core services will carry forward from one year to the next. Separate Consolidated Fund balances and cash balances will be maintained for public transportation services provided by RTA under agreement to other agencies.

The Overall Annual Budget may additionally carry funds for future fiscal years where necessary to develop a multi-year Capital Improvement Program and to reflect obligations under state or federal funding agreements, to the extent allowable by California law.

No member Agency shall be required to expend any of its general fund monies to support the operations of RTA. The operation of the transit system shall be funded from revenues derived from operations, member Transportation Development Act fund contributions, grants, and any other appropriate revenue sources. Each member agency shall make an annual contribution to RTA in accordance with the adopted budget.

Any formula may be amended upon approval of all jurisdictions affected by that formula and ratified by RTA.

All population percentages utilized shall be those annually adopted by SLOCOG for allocating Transportation Development Act Funds based annually on estimates prepared by the State Department of Finance pursuant to Section 2227 of the Revenue and Taxation Code for cities and by the County Planning Department for unincorporated communities.

## ATTACHMENT 1

Section 2. Expenditures: RTA may establish procedures and policies to insure competitive prices for the purchases of goods and services. Formal bidding shall not be required unless directed specifically by RTA or unless required by state or federal law. Particularly in the purchase of equipment, including buses, RTA may consider the design, maintenance and operating costs, and other similar factors in determining the most suitable equipment and need not purchase equipment having the lowest initial cost.

Section 3. Treasurer and Auditor: Pursuant to Government Code Section 6505.5, the Treasurer of the County of San Luis Obispo is hereby designated as Treasurer of RTA. The Treasurer shall have the powers and duties set forth in Government Code Section 6505.5. The Auditor/Controller of the County of San Luis Obispo is designated as the Auditor of RTA pursuant to Government Code Section 6505.5.

Section 4. Annual Audit: RTA shall cause an annual audit to be prepared and filed in accordance with Government Code Section 6505 and Public Utilities Code Section 99245. This audit shall include RTA core services, as well as those service provided under agreement for other agencies.

Section 5. Annual Report: The Executive Director shall prepare and submit an annual report of the operations to the RTA Board, SLOCOG and State Controller within 90 days of the end of the fiscal year pursuant to Public Utilities Code, Section 99243.

Section 6. Periodic Reporting: The RTA Board may require periodic reporting of ridership, finances, or other information. This periodic reporting shall include RTA core services, as well as those service provided under agreement to other agencies. It shall be the responsibility of the Executive Director to provide such reports in a form acceptable to the RTA Board.

### ARTICLE IV Authority

Section 1. Powers: RTA shall have all powers necessary to carry out the purpose of this Agreement, except the power to tax. Its power to expend funds shall be limited only by the availability of funds as set forth in ARTICLE III: Financial Provisions, Section 1. The powers of RTA specifically include, but are not limited to, the following:

- A. To solicit bids and negotiate contracts from private enterprise for services and/or operation.

## ATTACHMENT 1

- B. To sue or be sued.
- C. To employ agents, employees and contract for professional services.
- D. To make and enter contracts, including labor, purchase agreement and employment contracts.
- E. To acquire, convey, construct, manage, maintain and operate necessary equipment, building and improvements.
- F. To acquire and convey real and personal property.
- G. To incur debts, liabilities and obligations, as well as obligations of financial assistance from State and Federal agencies, and to obligate RTA to operate the improvements, equipment or transportation system in accordance with the terms and conditions of said financial assistance.
- H. To purchase insurance as required by law or deemed necessary by the Board.
- I. To develop policies and procedures necessary to remain in compliance with Federal Transit Administration Section 5307 Urbanized Area Formula Program and other federal grant program funding requirements.

Section 2. RTA is a Public Legal Entity: RTA is a public entity duly formed and existing under the laws of the State of California. It is a separate and distinct legal entity from its member agencies. The debts, duties and obligations created pursuant to this Agreement, shall be solely the obligations of RTA and not those of its officers, employees, members of the Board of Directors or the member agencies.

### ARTICLE V Miscellaneous Provisions

Section 1. Withdrawal of Member: A withdrawing member's financial obligation under this Section is limited to the withdrawing member's pro-rata share of the currently adopted operating budget based upon ARTICLE III, Section 1 within the service area of the obligated commitments affecting the withdrawing member and any SLOCOG finding as to unmet transit needs that are reasonable to meet pursuant to Public Utilities Code Section 99401.5.

## ATTACHMENT 1

Section 2. Amendment of Agreement: No amendment to this Agreement shall be made without the written consent of all member agencies at the time of the amendment.

Section 3. Ratification - Effective Date: This Agreement shall be deemed effective as to those parties executing this Agreement upon their execution of the Agreement.

Section 4. Assignability: In the event it is deemed in the best public interest to have RTA services performed by another individual or entity, whether public or private, and provided that the assignment complies with State and Federal laws, the agency on affirmative vote of the majority in accordance with Section 2 of ARTICLE II, may sell, lease or assign all of its real and personal property and cease operations upon such terms and conditions as RTA determines to be reasonable.

Section 5. Termination: This Agreement shall continue in full force and effect until rescinded by a majority of the member agencies.

Section 6. Notification to Secretary of State: Pursuant to Government Code Section 6503.5, RTA shall cause a notice of the execution of this Agreement to be prepared and filed with the Office of the Secretary of the State of California, within thirty (30) days after the effective date of any amendment to this Agreement. Until such filings are completed, RTA shall not incur indebtedness of any kind.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first hereinabove written.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first hereinabove written.

*[Signatures on following pages]*

**ATTACHMENT 1**

**City of Arroyo Grande**

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

Date: \_\_\_\_\_

Resolution No. \_\_\_\_\_

Approved as to form and legal effect:

\_\_\_\_\_  
Arroyo Grande City Attorney

Date: \_\_\_\_\_

**City of Atascadero**

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

Date: \_\_\_\_\_

Resolution No. \_\_\_\_\_

Approved as to form and legal effect:

\_\_\_\_\_  
Atascadero City Attorney

Date: \_\_\_\_\_

**City of Grover Beach**

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

Date: \_\_\_\_\_

Resolution No. \_\_\_\_\_

Approved as to form and legal effect:

\_\_\_\_\_  
Grover Beach City Attorney

Date: \_\_\_\_\_

**ATTACHMENT 1**

**City of Morro Bay**

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

Date: \_\_\_\_\_

Resolution No. \_\_\_\_\_

Approved as to form and legal effect:

\_\_\_\_\_  
Morro Bay City Attorney

Date: \_\_\_\_\_

**City of Paso Robles**

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

Date: \_\_\_\_\_

Resolution No. \_\_\_\_\_

Approved as to form and legal effect:

\_\_\_\_\_  
Paso Robles City Attorney

Date: \_\_\_\_\_

**City of Pismo Beach**

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

Date: \_\_\_\_\_

Resolution No. \_\_\_\_\_

Approved as to form and legal effect:

\_\_\_\_\_  
Pismo Beach City Attorney

Date: \_\_\_\_\_



**ATTACHMENT 1**

**City of San Luis Obispo**

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

Approved as to form and legal effect:

\_\_\_\_\_  
San Luis Obispo City Attorney

Date: \_\_\_\_\_

**County of San Luis Obispo**

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Clerk

Resolution No. \_\_\_\_\_

Approved as to form and legal effect:

By: \_\_\_\_\_  
County Counsel

Date: \_\_\_\_\_

**ATTACHMENT 1**

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ATTACHMENT 2

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY  
AMENDED AND RESTATED JOINT POWERS AGREEMENT

WITNESSETH:

This AMENDED AND RESTATED Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 by and among the incorporated cities of Arroyo Grande, Atascadero, El Paso de Robles, Grover Beach, Morro Bay, Pismo Beach and San Luis Obispo, all being municipal corporations in the County of San Luis Obispo, California (hereinafter called "Cities") and the County of San Luis Obispo, a body politic and corporate, and a subdivision of the State of California, (hereinafter called "County").

WHEREAS, the parties first entered into a Joint Powers Agreement to establish the San Luis Obispo Regional Transit Authority ("RTA") on March 9th, 1990, and subsequently amended the agreement on September 2, 1998, and April 13, 2013, and which is being amended and restated for clarity;

WHEREAS, Section 6500 et seq. of the California Government Code (Title 1, Div. 7, Chapter 5, Article 1) provides for agreements between two or more public agencies to jointly exercise any power common to the contracting parties, subject to certain mandatory provisions contained therein; and

WHEREAS, the Cities and County have previously entered into a joint powers agreement for the formation of the San Luis Obispo Council of Governments ("SLOCOG") for the purpose of providing, among other things, for a regional transportation agency and all of its members are members of this Agreement; and

WHEREAS, the San Luis Obispo Council of Governments, at a regularly held meeting on May 10, 1989, voted to consolidate the administration of several transportation systems through a regional transit joint powers agreement; and

WHEREAS, the cities of Arroyo Grande, Grover Beach, Pismo Beach, and the County of San Luis Obispo were formerly members of the South County Area Transit Joint Powers Agency which began operating a public transit system within those jurisdictions in January, 1978, and which ceased to exist and transferred its assets to RTA in return for amendments made to this Agreement effective \_\_\_\_\_ 2018.

## ATTACHMENT 2

NOW THEREFORE, it is agreed as follows:

### ARTICLE I General Provisions

Section 1. Recitals are True and Correct: All of the above recitals are true and correct and incorporated herein by reference.

~~Section 1~~ Section 2. Purpose: The purpose of this Agreement is to exercise the common powers of the member agencies for the formation of a ~~Joint Powers Agreement~~ joint powers authority with full power and authority to own, operate and administer a county-wide public transportation system within the boundaries and over the territory over which the ~~joint powers authority~~ Joint Powers Agency has jurisdiction.

~~Section 2~~ Section 3. Name: The official name of the entity shall be San Luis Obispo Regional Transit Authority and hereafter referred to as RTA.

### ARTICLE II Organization

Section 1. Board Members: The membership of the RTA Governing Board shall be the same as the membership of the ~~San Luis Obispo Council of Governments (hereinafter referred to as SLOCOG)~~ SLOCOG governing board.

Section 2. Board Meetings - Voting - Quorum: Regular meetings shall be generally held in the first week of July, September, November, January, March and May or as specified in a biannually adopted meeting calendar. Special meetings may be called by the President or upon written request of at least three (3) members of the RTA Board.

Voting and quorum provisions shall be the same as those provided in the SLOCOG Joint Powers Agreement, however, any vote solely regarding South County Transit local fixed route services, or other public transportation services operated solely within the Arroyo Grande-Pismo Beach urbanized area, including the budgeting and funding of such services, shall require at least three affirmative votes from Board members who also sit on the South County Transit Committee, as defined in Section 7.C.iii., below.

Section 3. Officers: The officers of SLOCOG shall serve as officers of RTA.

Section 4. Executive Director: The RTA Board shall designate an Executive Director to operate RTA. The Executive Director shall serve at the pleasure of the RTA

## ATTACHMENT 2

Board, with delegated powers to certify documents of the RTA Board as required by the law and to assume such duties and responsibilities as the Board may direct.

### Section 5. Members:

- A. The County of San Luis Obispo and all cities incorporated in the County of San Luis Obispo presently or in the future, are declared eligible for membership.
- B. Member city agencies may elect to have an alternate member(s) from their city council in addition to any official member, but said alternate(s) shall be able to vote only in the absence of the official representative.
- C. Membership shall be contingent upon the execution of this Joint Powers Agreement.

Section 6. Boundaries and Service Levels: The service area boundaries shall be all of the area within the boundaries of San Luis Obispo County as designated by the RTA Board. Any additional services beyond the level recommended by the Regional Transportation Plan or mandated in the ~~Unmet Transit Needs Hearing (PUC Section 99401.5)~~ unmet transit needs hearing required by Public Utilities Code Section 99401.5 may be instituted, but shall require unanimous approval of affected jurisdictions, with costs for the extra service to be distributed on the basis of formula developed by the RTA Board members representing the affected jurisdictions.

### Section 7. Committees:

- A. Committees and subcommittees may be established as RTA may deem appropriate.
- B. Membership on “ad-Hoc” policy committees shall be at the discretion of the President. Nothing herein shall be construed to limit membership on these aforesaid committees to officials of the member agencies. The President may appoint any individual deemed qualified to serve on a committee.
- C. Standing committees shall include the:
  - i. Regional Transit Advisory Committee (RTAC) serving as a Regional Transit Productivity Committee to advise the Board on the efficiency and effectiveness of the transit system.

## ATTACHMENT 2

- ii. ~~An~~ Executive Committee comprised of the President, Vice President and the past President and at least one representative from the County of San Luis Obispo (if none of the above are from the County of San Luis Obispo) shall advise the Executive Director and RTA on: draft agendas, personnel issues, budget and Overall Work Program; controversial, sensitive and major policy issues; and shall facilitate the annual performance evaluation of the Executive Director. Items for review shall be selected by the Executive Director in consultation with the President. All Committee members may include agenda items as they desire. For purposes of conducting business, two members shall constitute a quorum.
  
- iii. South County Transit Committee (SCTC) comprised of RTA Board members representing the four jurisdictions included in the Arroyo Grande – Pismo Beach Urbanized Area as defined in the 2010 Decennial Census. The SCTC member jurisdictions include the cities of Arroyo Grande, Grover Beach, Pismo Beach, and the County of San Luis Obispo, representing the Oceano Area and the Avila Beach Area. The SCTC's roles and responsibilities include:
  - a) The SCTC shall determine South County Transit local fixed-route services and any other public transportation services operated solely within the Arroyo Grande – Pismo Beach Urbanized Area by virtue of the voting requirements for all South County Transit matters provided above in Article II, Section 2 of this Agreement
  
  - b) At a minimum, the SCTC shall meet annually to consider annual service levels, fare levels, major marketing campaigns, and capital improvement plans, and to ratify financial commitments for each jurisdiction participating in South County Transit services. At the request of two or more SCTC members, properly noticed special SCTC meetings may also be conducted.
  
  - c) For purposes of conducting business, three of the four SCTC members shall constitute a quorum.
  
  - d) The SCTC shall submit an annual South County Transit operating budget and multi-year capital improvement plan to the full RTA Board prior to May 1 each year for consideration as part of the RTA Overall Annual Budget.

## ATTACHMENT 2

- e) Any additional services beyond the level recommended by the Regional Transportation Plan or mandated in the annual unmet transit needs h required by California Public Utilities Code Section 99401.5 may be instituted in the SCTC service area, but shall require unanimous approval of affected jurisdictions, with costs for the extra service to be distributed on the basis of a formula developed by the SCTC members representing the affected jurisdictions.
  - f) Each SCTC member agency shall make an annual State Transportation Development Act contribution based upon the percentage of total SCTC-served population related to the area served within that member agency. All population percentages utilized shall be those annually adopted by the San Luis Obispo Council of Governments for allocating Transportation Development Act funds based annually on estimates prepared by the State Department of Finance pursuant to Section 2227 of the Revenue and Taxation Code for cities and by the County Planning Department for unincorporated communities.
  - g) Any member of the SCTC may withdraw from the SCTC after providing written notice to the RTA Board President one (1) year in advance of the requested withdrawal date. A withdrawing member's financial obligation under this subsection is limited to the withdrawing member's pro-rata share of the currently adopted SCTC operating budget within the service area of the obligated commitments affecting the withdrawing member and any SLOCOG finding as to unmet transit needs that are reasonable to meet pursuant to Public Utilities Code Section 99401.5. However, the obligations of a withdrawing member under this subsection are limited to the special transportation funds to which the withdrawing member would be entitled, such as Transportation Development Act funds, and this section shall not impose any obligation on the general funds of the withdrawing member.
- D. No committee shall commit RTA on any matter or questions of policy. Such matters or questions can only be decided by RTA.

## ATTACHMENT 2

- E. All committees shall receive clerical assistance from RTA staff and, by agreement, SLOCOG staff for the purpose of maintaining minutes of meetings and other such duties as the Executive Director may direct. The chair of each committee shall sign the original copy of the minutes indicating verification of contents upon committee adoption. Copies of minutes of all meetings shall be sent to members of RTA and the Executive Director.

### ARTICLE III Financial Provisions

Section 1. Budget: The Executive Director shall prepare an ~~annual budget~~ Overall Annual Budget for RTA adoption prior to commencement of each fiscal year. The fiscal year shall be July 1 to June 30. The Overall Annual Budget will include financial details on core RTA services, as well as financial details for those various public transportation services provided under agreement to other agencies. Core RTA services include intercity fixed-routes along the US-101 and SR-1 corridors, and regional Americans with Disabilities Act complementary paratransit services. The approval of the Overall Annual Budget shall be in accordance with ~~those procedures prescribed by the Joint Powers Agreement of SLOCOG~~ the following procedures:

- A. The RTA Executive Director will present a report outlining a set of Budget Assumptions budget assumptions to the RTA Executive Committee no later than its February meeting and to the full RTA Board no later than its March meeting.
- B. The RTA Executive Director will present a full draft Overall Annual Budget to the RTA Executive Committee and to the Regional Transit Advisory Committee no later than each committee's April meeting. Each committee will provide feedback to the RTA Executive Director, along with a formal recommendation that the full RTA Board consider the Overall Annual Budget for adoption (as amended).
- C. The RTA Executive Director will present the full final draft Overall Annual Budget to the RTA Board no later than its May meeting; in no case shall the Overall Annual Budget be adopted later than June 30<sup>th</sup> of each year.

The annual operating and capital budgets for non-core services provided under agreement to another agency requires ratification by its governing body prior to consideration of the Overall Annual Budget by the RTA Board.

Accounting practices to be applied will conform to those used by San Luis Obispo County, consistent with Transportation Development Act rules and regulations.



## ATTACHMENT 2

A Consolidated Fund balance and cash balance for RTA core services will carry forward from one year to the next. Separate Consolidated Fund balances and cash balances will be maintained for public transportation services provided by RTA under agreement to other agencies.

The budget Overall Annual Budget may additionally carry funds for future fiscal years where necessary to develop a multi-year Capital Improvement Program and to reflect obligations under state or federal funding agreements, to the extent allowable by California law.

No member Agency shall be required to expend any of its general fund monies to support the operations of RTA. The operation of the transit system shall be funded from revenues derived from operations, member Transportation Development Act fund contributions, grants, and any other appropriate revenue sources. Each member agency shall make an annual contribution to RTA in accordance with the adopted budget.

Any formula may be amended upon approval of all jurisdictions affected by that formula and ratified by RTA.

All population percentages utilized shall be those annually adopted by SLOCOG for allocating Transportation Development Act Funds based annually on estimates prepared by the State Department of Finance pursuant to Section 2227 of the Revenue and Taxation Code for cities and by the County Planning Department for unincorporated communities.

Section 2. Expenditures: RTA may establish procedures and policies to insure competitive prices for the purchases of goods and services. Formal bidding shall not be required unless directed specifically by RTA or unless required by state or federal law. Particularly in the purchase of equipment, including buses, RTA may consider the design, maintenance and operating costs, and other similar factors in determining the most suitable equipment and need not purchase equipment having the lowest initial cost.

Section 3. Treasurer and Auditor: Pursuant to Government Code Section 6505.5, the Treasurer of the County of San Luis Obispo is hereby designated as Treasurer of RTA. The Treasurer shall have the powers and duties set forth in Government Code Section 6505.5. The Auditor/Controller of the County of San Luis Obispo is designated as the Auditor of RTA pursuant to Government Code Section 6505.5.

Section 4. Annual Audit: RTA shall cause an annual audit to be prepared and filed in accordance with Government Code Section 6505 and Public Utilities Code

## ATTACHMENT 2

Section 99245. This audit shall include RTA core services, as well as those service provided under agreement for other agencies.

Section 5. Annual Report: The Executive Director shall prepare and submit an annual report of the operations to the RTA Board, SLOCOG and State Controller within 90 days of the end of the fiscal year pursuant to Public Utilities Code, Section 99243.

Section 6. Periodic Reporting: The RTA Board may require periodic reporting of ridership, finances, or other information. This periodic reporting shall include RTA core services, as well as those service provided under agreement to other agencies. It shall be the responsibility of the Executive Director to provide such reports in a form acceptable to the RTA Board.

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Section 1. Powers: RTA shall have all powers necessary to carry out the purpose of this Agreement, except the power to tax. Its power to expend funds shall be limited only by the availability of funds as set forth in ARTICLE III: Financial Provisions, Section 1. The powers of RTA specifically include, but are not limited to, the following:

- A. To solicit bids and negotiate contracts from private enterprise for services and/or operation.
- B. To sue or be sued.
- C. To employ agents, employees and contract for professional services.
- D. To make and enter contracts, including labor, purchase agreement and employment contracts.
- E. To acquire, convey, construct, manage, maintain and operate necessary equipment, building and improvements.
- F. To acquire and convey real and personal property.
- G. To incur debts, liabilities and obligations, as well as obligations of financial assistance from State and Federal agencies, and to obligate RTA to operate the improvements, equipment or transportation system in accordance with the terms and conditions of said financial assistance.
- H. To purchase insurance as required by law or deemed necessary by the Board.

## ATTACHMENT 2

- I. To develop policies and procedures necessary to remain in compliance with Federal Transit Administration Section 5307 Urbanized Area Formula Program and other federal grant program funding requirements.

Section 2. RTA is a Public Legal Entity: RTA is a public entity duly formed and existing under the laws of the State of California. It is a separate and distinct legal entity from its member agencies. The debts, duties and obligations created pursuant to this Agreement, shall be solely the obligations of RTA and not those of its officers, employees, members of the Board of Directors or the member agencies.

### ARTICLE V Miscellaneous Provisions

Section 1. Withdrawal of Member: A withdrawing member's financial obligation under this Section is limited to the withdrawing member's pro-rata share of the currently adopted operating budget based upon ARTICLE III, Section 1 within the service area of the obligated commitments affecting the withdrawing member and any SLOCOG's finding as to unmet transit needs that are reasonable to meet pursuant to Public Utilities Code Section 99401.5.

Section 2. Amendment of Agreement: No amendment to this Agreement shall be made without the written consent of all member agencies at the time of the amendment.

Section 3. Ratification - Effective Date: This Agreement shall be deemed effective as to those parties executing this Agreement upon their execution of the Agreement.

Section 4. Assignability: In the event it is deemed in the best public interest to have RTA operated services performed by another individual or entity, whether public or private, and provided that the assignment complies with State and Federal laws, the agency on affirmative vote of the majority in accordance with Section 2 of ARTICLE II, may sell, lease or assign all of its real and personal property and cease operations upon such terms and conditions as RTA determines to be reasonable.

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Section 6. Notification to Secretary of State: Pursuant to Government Code Section 6503.5, RTA shall cause a notice of the execution of this Agreement to be prepared and filed with the Office of the Secretary of the State of California, within thirty (30) days after the effective date of any amendment to this Agreement. Until such filings are completed, RTA shall not incur indebtedness of any kind.

## ATTACHMENT 2

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first hereinabove written.

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first hereinabove written.

*[Signatures on following pages]*

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**July 11, 2018**

**STAFF REPORT**

**AGENDA ITEM:** B-2

**TOPIC:** New RTA Employee Handbook

**ACTION:** Adopt

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

**STAFF RECOMMENDATION:** Adopt

**BACKGROUND/DISCUSSION:**

The previous *RTA Employee Handbook* was published in 1994, although various separate written policies and procedures have subsequently been issued in the intervening years. RTA staff worked with our cohorts at other transit agencies and at RTA jurisdictions to help us develop updated policies and procedures, which we included into a consolidated new draft *Employee Handbook*.

Staff has provided the draft to each of the City Managers along with County Human Resources. Staff also posted the draft version on our website as part of the May 2, 2018 RTA Board presentation. Since the May 2<sup>nd</sup> meeting, staff continued to solicit feedback and we have incorporated appropriate feedback into the handbook being presented today.

**Staff Recommendation**

Adopt the *Employee Handbook*.

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**Message from the Executive Director**

***Welcome Aboard!***

Whether you have just joined our staff or have been at the Regional Transit Authority (RTA) for a while, we are confident that you will find our company a dynamic and rewarding place in which to work. We consider the employees of the RTA to be one of our most valuable resources, and we look forward to a productive and successful relationship. This Handbook has been written to serve as the guide for the employer/employee relationship.

The Handbook begins with a summary of RTA's Strategic Business Plan, which includes our Vision, Mission Statement and Goals. We have selected you to be part of the RTA Team primarily because of your skills, knowledge and abilities that you have demonstrated to us when we were considering you for a position at the RTA. You are also part of the RTA Team because we believe that you can substantially contribute to our mission of providing safe, friendly, and reliable service to the citizens of and visitors to the County of San Luis Obispo.

It is great to have you a part of our team!

Sincerely,

Geoff Straw  
Executive Director

## **San Luis Obispo Regional Transit Authority VISION, MISSION, STRATEGIC DIRECTION & GOALS**

### **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  
EMPLOYEE POLICIES AND PROCEDURES HANDBOOK**

Article 1 Introduction

Article 2 Employment

Article 3 Compensation and Benefits

Article 4 Equal Opportunity / Discrimination and Harassment Prevention

Article 5 Recruitment and Selection

Article 6 Performance Evaluation

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Appendix A: RTA Job Classifications (provided electronically at [www.slorta.org](http://www.slorta.org))

# ARTICLE 1

## INTRODUCTION

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### **Section 1.1 Employee Policies & Procedures Handbook**

The purpose of this handbook is to provide the San Luis Obispo Regional Transit Authority (RTA) staff with guidance on major aspects of the RTA's policies and procedures. It shall be the duty of all RTA employees to comply with and support the provisions of this Handbook, all laws and regulations, and any internal management memoranda as the RTA Executive Director shall issue.

This Handbook supersedes and replaces all previous personnel policies, practices, work rules and guidelines. The RTA reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time, in accordance with the amendment procedure contained herein. In the event of any change to the policies set forth herein, all employees will receive notification from the RTA Executive Director or designee detailing the changes made.

This Handbook has been reviewed and adopted by the RTA Board of Directors (the Board). If any part of these policies and procedures is deemed illegal, unenforceable, or void for any reason, it will not affect the validity of the remaining portion. **As a condition of employment, each employee is required to review the policies and procedures and execute the acknowledgment of receipt at the end of the Handbook.**

### **Section 1.2 Applicability**

This Employee Handbook applies to all employees of the RTA and its affiliates.

### **Section 1.3 Adopting Authority**

The Employee Policies & Procedures contained herein have been adopted by the RTA Board of Directors July 11, 2018 and any subsequent amendments.

### **Section 1.4 References to County Ordinance and Reliance on County Policies**

The RTA is an independent agency separate from the County of San Luis Obispo (the County) and is not subject to the County Civil Service ordinances. Nonetheless, in recognition of the RTA' Board's direction for consistency between many RTA and County employee policies, and a desire to minimize the length and level of detail in this document where possible, certain sections of the County's ordinances are referred to herein and incorporated by reference when applicable. As referenced throughout the Handbook, the County Human Resources Department serves as the "third party contractor providing human resource services to RTA" and provides expertise on personnel matters as needed. Any conflicts between the County's ordinances and

these Employee Policies and Procedures shall be construed in favor of the Policies and Procedures.

**Section 1.5 Role in San Luis Obispo County Emergency Response Plan**

Employees of the RTA will participate in a supporting role as part of the San Luis Obispo County Nuclear Power Plant Emergency Response Plan as set forth in the Standard Operating Procedures for County Public Works and Transportation. In addition, employees of the RTA will support the San Luis Obispo County Emergency Operations Plan transportation tasks.

**Section 1.6 Amendments to This Policy**

All amendments to the policies in this document shall be made only through the approval of the RTA Board. All amendments must be consistent with the requirements of applicable statutes. Immediate changes required by statute will be made by the Executive Director and ratified at the next available RTA Board meeting. The RTA Executive Director or designee also has the authority to issue day-to-day operational guidelines through Transportation, Maintenance and Administrative Bulletins, which are not required to be amended into the Handbook. Bulletins are distributed to RTA employees and posted at RTA operating facilities.

## ARTICLE 2 EMPLOYMENT

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### Section 2.1. Employee Status

#### 2.1.1 Definitions:

2.1.1.1 Regularly Scheduled: The employee status designations described below will be determined by averaging the number of weekly hours worked during the previous four (4) pay periods and will include an analysis of the average number of weekly hours the RTA expects the employee to work over the ensuing four (4) pay periods.

2.1.1.2 Full-Time Employee: An employee who is regularly scheduled to work more than 35 hours per pay period week. RTA-designated Full-Time employees are eligible for benefits as described in this Handbook.

2.1.1.3 Part-Time Health-Benefited Employee: An employee who is regularly scheduled to work between 30 and 35 hours per pay period week.

2.1.1.4 Part-Time Employee: An employee who is regularly scheduled to work less than 30 hours per pay period week and who regularly works more than 20 hours over two consecutive pay periods.

2.1.1.5 Casual Employee: An employee who is not promised a regular schedule with regular hours each week.

2.1.1.6 Exempt Employee: Exempt employees are those employees who are exempt (as defined by the Fair Labor Standards Act (FLSA)) from earning overtime compensation, and are paid a fixed amount on a per pay period basis.

#### 2.1.2 Terms of Employment

There are two terms of Employment at RTA: At-will and Agreement.

2.1.2.1 At-will: The RTA or the employee may terminate the employment relationship “at will” and there is no expressed or implied property right to a position with the RTA. The RTA retains the right to demote, discipline, change job duties, or alter the terms of employment, at any time, as provided herein. No one other than the RTA Board has the authority to alter this arrangement, to enter into a verbal or written agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Any such agreement must be in writing and approved by the RTA Board.

There may be times when the business needs or interests of the RTA or its Member Jurisdictions become inconsistent with your experience, skills, talents, abilities, or desires. There may also be situations in which efforts to train, support, or encourage you to become more successful in the workplace are unsuccessful. In such circumstances, particularly when your continued employment may have a negative impact on co-workers, the RTA, or the public, the RTA retains the right to terminate your employment, with or without "cause" and with or without notice, depending on the facts and circumstances of a given situation.

At-will status means that an employee may be terminated for any lawful reason, even if it doesn't rise to the level of "cause," which is misconduct or a willful violation of workplace standards of behavior. For example, an at-will employee may be terminated for performance-based reasons after provided with direction and an opportunity to improve, even if the performance deficiency does not constitute misconduct.

This policy may not be modified by the conduct of any employee or agent of the RTA or by any verbal representation of any manager. No employee other than the Board or Executive Director can modify this policy in any manner or enter into any agreement that is contrary to this policy unless it is in writing and signed by the Executive Director and subsequently reported to the RTA Board at its next regularly-scheduled meeting.

2.1.2.2 Collective Bargaining Agreement (CBA): an agreement between the RTA and a trade union setting forth the terms and conditions of employment or containing provisions in regard to rates of pay, hours of work and other working conditions.

### **2.1.3 Resignations**

Employees who choose to leave our employment are asked to give as much notice as possible.

Terminating employees will be asked to participate in an exit interview. The purpose of the interview is to be certain the reasons for the employee's termination are not founded on a misunderstanding or erroneous situation and also assist in helping increase RTA's retention efforts by identifying reasons employees are voluntarily separating. The interview will also cover what compensation the employee will be paid upon separation and when termination of benefits will occur.

Employees are expected to turn in all property assigned to them at the time of separation.

2.1.3.1 Return of Property: The RTA may loan you property, materials or written information to help you do your job. You are responsible for protecting and controlling any property we loan you. You must also return any property given to you promptly upon request. If you terminate your employment at the RTA, you must return all organization property at the time of separation.

The following are items that may be issued to you (not all employees will receive each and every item):

- Badges
- Keys
- Cell Phones
- Protective Equipment
- Security Passwords
- Tools
- Uniforms
- Credit Card(s)
- Laptop Computer

If you do not return our property and if the law allows, we may take money from your regular or final paycheck to cover the current replacement cost of all unreturned or damaged property. We may also take legal action to secure the RTA property.

#### **2.1.4 Re-employment Policy**

Employees who left our employment in good standing will be considered for open positions along with other applicants.

### **Section 2.2 Immigration Control and Enforcement Policy**

Our policy to fully comply with the regulations of the Immigration Reform and Control Act of 1986 (as amended) enforced by the Department of Homeland Security. We will hire only American citizens and non-citizens who are authorized to work in the United States.

The law requires the RTA to do five things:

1. All new employees must complete Section 1 of the I-9 form within three business days of hire.
2. Check documents establishing employees' identity and eligibility to work.
3. The authorized RTA employee examining the documents must complete Section 2 of the I-9 Form and the Certification Section.
4. Retain the form for at least three years or until one year after the person leaves our employment.
5. Present the form for inspection to the Department of Homeland Security or Department of Labor officer upon request.

If an employee is hired for less than three days, Form I-9 still must be completed before the end of the employee's first working day. The I-9 Form contains instructions for completion. The employee assigned to this task must follow those instructions completely. I-9 Forms are to be kept separate from all other personnel records.

## **Section 2.3 Management Authority**

### **2.3.1 Introduction**

The RTA Executive Director is appointed by the RTA Board and is responsible for administration of and adherence to the personnel system, and may delegate any such powers and duties to any other officer or employee. The RTA Executive Director, or designee, shall have the authority to appoint, promote, transfer, discipline and terminate any employee of RTA in accordance with the procedures set forth herein. The RTA, acting by and through the RTA Executive Director, reserves to itself the exclusive authority to: determine the administrative goals and objectives of the agency; set standards of performance; determine the procedures and standards of selection for employment and promotion; direct employees; take disciplinary action; lay off employees due to lack of work, funding, or other legitimate reasons; maintain the efficiency of the RTA's activities; determine the methods, means, and personnel by which the RTA's activities are to be conducted; determine the content of position classifications; and exercise control and discretion over the organization and the equipment and technology required to perform its goals and objectives. The RTA Executive Director may report to the Board or the Executive Committee of the Board on the status of personnel issues and relations within the RTA.

### **2.3.2 Change in Employment Assignments (refer to CBA for those covered)**

The RTA reserves the right to change the job assignment of any employee within their current job classification at any time.

### **2.3.3 Hiring Powers**

The RTA Executive Director and any other positions designated by the Board are hired by, and serve at the pleasure of, the Board pursuant to Contracts for Employment. All other employees of the RTA are hired by the RTA Executive Director and are subject to the policies and procedures contained in this Handbook, as well as all other RTA policies, rules, practices and procedures.

### **2.3.4 Reduction in Work Force (Layoff) (reference the CBA for those covered)**

Whenever, in the judgment of the RTA Executive Director and/or the RTA Board, it becomes necessary to reduce the number of positions, the Board may abolish a position or positions, and if necessary reduce personnel by laying off employees.

Determination of which classifications to reduce shall be at the sole discretion of the RTA Board or in accordance with contract agreements.

2.3.4.1 Determination of which employees to lay off shall be at the sole discretion of the RTA Executive Director, based first on financial, organizational and programmatic needs.



2.3.4.2 Written Notice: Written notice of layoff shall be served on affected employees in person or by certified letter mailed to the last address on file with the RTA. Notice will be served or mailed at least thirty (30) calendar days prior to the effective date of the separation. Notice shall be deemed served upon personal service or, in the case of certified mail, upon mailing.

## **Section 2.4 Medical Qualification**

### **2.4.1 Medical Standards Policy**

Employees shall meet the medical standards of the position to which they are appointed and are required to perform the essential functions of their position with or without reasonable accommodation. Application and interpretation of this article shall be subject to the provisions of the Americans with Disabilities Act, California Fair Employment and Housing Act, and all other related statutes and regulations.

### **2.4.2 New Employee Medical Qualification**

After receiving a conditional offer of employment and prior to starting work, candidates who will control the movement of an RTA revenue vehicle shall be required to take and pass a qualifying medical examination as a condition of employment. Qualifying medical examinations shall be made at the expense of RTA.

### **2.4.3 Medical Standards**

Minimum medical standards for each position shall be maintained in writing by Human Resources and kept updated for all job classifications. Positions within a classification may have additional standards, which may be identified at the time of a medical evaluation.

### **2.4.4 Current Employee Medical Examination**

Employees whose position entails the movement or control of an RTA revenue vehicle will be required to maintain a valid Medical Examiner's Certificate in order to remain in compliance with Commercial Drivers' License and other requirements. This Certificate will be maintained at the RTA's expense. If a first medical examination results in a medical disqualification, a current employee may request that a second qualifying medical examination be performed by a different medical examiner at their expense.

In addition, a current RTA employee may be required to submit to a medical examination when the RTA Executive Director, or designee, reasonably believes that a medical or psychological condition is affecting an employee's ability to perform the essential functions of the job, when an employee is re-assigned or promoted to a position which has substantially different essential functions that warrant a determination of medical qualification, or upon return from a medical leave of absence. If upon return from a medical leave of absence, the employee will be on an

administrative leave of absence until the initial exam and initial results are provided. Final determination regarding medical qualification shall rest with the RTA Executive Director, or designee.

#### **2.4.5 Medical Disqualification**

2.4.5.1 Candidates for Employment: A candidate for employment who fails to meet the medical standards of the position applied for shall be disqualified and their name removed from the eligible list for the job. Human Resources shall notify the candidate in writing of the disqualification and such notification shall include a general statement describing the reason for disqualification.

2.4.5.2 Current Employees: A current employee who fails to meet the medical standards of their position as demonstrated during a periodic medical recertification shall be placed on an unpaid leave of absence to provide an opportunity to obtain a valid medical certificate. If the employee is unable to obtain a valid medical upon the end of the leave of absence, the RTA will conduct an Interactive Process to evaluate potential reasonable accommodations, if any.

If the findings from this fitness for duty examination demonstrate a failure to meet the medical standards of their position, the employee shall be placed on an unpaid leave of absence to provide an opportunity to obtain a valid fitness for duty certification. If the employee is unable to obtain a valid fitness for duty certification by the end of the leave of absence, the RTA will conduct an Interactive Process to evaluate potential reasonable accommodations, if any. An employee who refuses to participate in a fitness for duty examination will be disqualified and their employment terminated without fault.

Compliance with the Americans with Disabilities Act and the California Fair Employment & Housing Act shall be evaluated prior to any such termination decision. Employees who are terminated for medical disqualification shall be issued a Notice of Termination by Medical Disqualification, which shall be served upon the employee in-person, by certified mail, or by other means confirming delivery. Service of the order shall be deemed complete upon personal service or, in the case of certified mail, upon mailing.

#### **2.4.6 Review of Medical Disqualification (refer to the CBA for those covered)**

Candidates for employment who fail a qualifying medical examination and are disqualified for employment shall have no contractual rights to appeal the final determination. Current at-will RTA employees who fail a qualifying medical examination and are terminated due to medical disqualification have no rights to appeal the final determination.

## **Section 2.5 Personnel Records**

### **2.5.1 Official Personnel Records**

The RTA Executive Director, or his or her designee, shall be responsible for maintaining a paper or electronic official personnel file for each employee.

2.5.1.1 Content of Official Personnel File: The file shall include, but not be limited to the following information:

- a. Original application materials.
- b. Employment contracts, if applicable.
- c. Information regarding change of Employee Status or Classification.
- d. Performance Evaluations.
- e. Payroll withholding authorizations.
- f. W-4 form.
- g. Disciplinary and other performance memoranda.
- h. Letters of appreciation.
- i. Copies of Licensure and Certificates required for employee's position (Training File).
- j. Academic or training certificates related to employee's position (Training File).

2.5.1.2 Excluded Content: The following documents shall not be placed in an employee's official personnel file:

- a. I-9 Forms.
- b. Any medical evaluation information, medical notes from a physician or documentation regarding an employee's medical condition or fitness for duty.
- c. Any medical information pertaining to leaves of absence, requested or approved.
- d. Any documentation with EEO statistics or other protected status information.
- e. Any documentation prohibited from an employee's file by federal or state law.

### **2.5.2 Confidential Medical File**

Medical information must not be placed in an employee's official personnel file or training file. Human Resources shall maintain a confidential medical file for each employee that is kept physically separate from the employee's official personnel file and training file. The confidential medical file shall contain the following:

- a. Family /Medical leave or pregnancy-disability leave request forms if the employee has disclosed the nature of his or her illness.
- b. Return to work releases with any information regarding the employee's condition, prognosis or prescribed medications or specific treatment regimens.
- c. Workers' compensation records.
- d. Medical information about the employee related to reasonable accommodation under the Americans with Disabilities Act or Fair Employment and Housing Act.
- e. Any documentation related to a fitness for duty examination or determination.
- f. Any other medical information.

2.5.2.1 HIPAA and CMIA: The RTA will follow the Health Insurance Portability and Accountability Act (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) privacy and security provisions which apply to Protected Health Information (PHI) maintained by the organization

### **2.5.3 Employee Review of Personnel File**

Employees or their authorized representatives have the right to review the contents of their official personnel file by providing Human Resources with a written request. Human Resources will provide access to the file within five (5) work days at the RTA Administrative office or other appropriate location. Employees or their representatives do not have the right to review the contents of the confidential medical file; the RTA will produce confidential medical files sought through an administrative or judicial process and with the employee's express authorization. The RTA shall keep a record of inspections of employee records by persons other than the RTA Executive Director or his or her authorized designee. Such record shall include employee name, date, name and signature of person reviewing the employee file.

### **2.5.4 Personal Data Changes**

It is important that the RTA maintain certain personal information about its employees. Employees are responsible to inform Human Resources whenever there is a change in mailing address, telephone numbers, marital status, dependents' information, educational accomplishments, and other possibly related information.

The RTA also maintains information about who to contact in case of an emergency. If an employee needs to change personal information or has questions about what information is required, the employee should contact Human Resources.

### **2.5.5 Confidentiality of Employee Records**

The confidentiality of employee records shall be maintained by designated RTA personnel. These records shall only be made available to individuals specifically authorized by this policy or by the RTA Executive Director.

Personnel files are the property of the RTA and may not be removed from RTA premises without written authorization from the RTA Executive Director.

### **2.5.6 Employment References**

It is the policy of the RTA that professional or character references will not be given for current and former employees except by the RTA Executive Director or his or her designee. Reference requests should be referred to and handled by Human Resources. Responses to requests will include dates of employment, title, classification and rate of pay (if accompanied by a signed authorization by the former or current employee to release such information) only.

## **Section 2.6 Work Regulations**

### **2.6.1 Attendance/Punctuality Policy** (reference the CBA for those covered)

We expect employees to be reliable and punctual. Employees should report for work on time and as scheduled. If an employee cannot report to work as scheduled, the employee must notify his or her immediate supervisor as soon as possible.

Unplanned absences can disrupt work, inconvenience other employees, and affect productivity. Employees who demonstrated poor attendance record or excessive tardiness may be subject to disciplinary action, up to and including termination of employment. Disciplinary action will begin with the fourth (4) counted unexcused absence or tardiness within a floating 180-day period. This policy will be interpreted and enforced consistently with the Federal Family & Medical Leave Act (FMLA), the California Family Rights Act (CFRA), the California Fair Employment and Housing Act and pregnancy disability leave provisions, for employees who use authorized intermittent leave.

### **2.6.2 Personal Telephone Calls** (reference the CBA for those covered)

Personal telephone calls whether on RTA office phones or personal mobile phones are to be limited to essential matters and kept as brief as possible. Under no circumstances may an employee use a mobile phone or other personal electronic device while sitting in the driver's seat of a moving vehicle or while a vehicle is stopped in the lane of travel. Continued excessive use of phones for personal matters is subject to disciplinary action.

### **2.6.3 Smoking and Use of Tobacco Products**

The RTA prohibits the use of tobacco products or the use of smokeless (“vaping”) products in the workplace, including without limitation marijuana. Smoking is prohibited within the confines of any RTA office and prohibited within 25 feet of RTA buildings, bus stops or vehicles. Smoking will be permitted out of doors only in an area designated by the RTA Executive Director or City Ordinances. Cigarettes or other smoking devices or materials are to be extinguished and properly disposed of prior to entering any RTA office or vehicle.

#### **2.6.3.1 San Luis Obispo Ordinance on Smoking in Public Areas**

San Luis Obispo city ordinance 1545 prohibits smoking in public places where nonsmokers are present or reasonably expected to arrive. This includes the Government Center and the downtown area of San Luis Obispo. RTA employees are prohibited from smoking in a public place within the City of San Luis Obispo limits while on duty. The City defines a “Public Place” as: “any place, public or private, open to the general public regardless of any fee or age requirement, including, for example, streets, sidewalks, parking lots, parking garages, bars, restaurants, clubs, stores, stadiums, parks, playgrounds, taxis and buses.”

### **2.6.4 Dress and Grooming Standards**

The RTA considers the presentation of RTA’s image to its clients, customers and the public to be extremely important. Accordingly, it is expected that employees will wear apparel provided or approved by RTA while on-duty for those covered by the CBA and Operations Supervisors who will be interacting with the public. Each employee is expected to be neat and clean in appearance, with clean RTA apparel and good personal hygiene. Non-CBA covered employees are expected to be in business casual attire with name badges on while at work.

### **2.6.5 Employment of Relatives**

The RTA will require a cooperatively developed supervisory plan with the RTA Executive Director or his or her designee for any employee promoted into a supervisory position that oversees a relative, or member of his or her household. The RTA will not hire someone in a position where he or she is directly or indirectly supervised by a relative or member of his or her household. “Relatives” are defined as husband, wife, son or daughter (including in-laws and step children), father or mother (including in-laws and step parents), brother or sister (including in-laws and step siblings), grandchild or grandparents and persons related by marriage or domestic partnership.

### **2.6.6 Use of Technology, Networks and Internet Policy**

Employees using RTA computing and information resources are expected to act in a responsible and professional manner by complying with all policies, relevant laws, and contractual agreements related to computers, RTA-issued mobile devices, networks, software, computer

information and data to which an employee has access. Employees shall comply with acceptable use technology-related policies adopted by the RTA.

Internet access is provided to individuals based upon business needs that benefit the organization through connection to worldwide information resources. Wireless accessibility via personal devices (smartphones, tablets etc.) will not be provided to employees unless authorized by the RTA Executive Director. Employees have a responsibility to maintain and enhance the RTA's public image while accessing the Internet by following these guidelines:

- a. Employees using Internet access via our hardware and software are representing the organization. As such, their conduct should be ethical and lawful at all times. Channels may be accessed for official organizational business to gain technical or analytical information and to establish business contacts.
- b. Internet access should not be used for personal gain or advancement of personal views, for solicitation of non-RTA business, or result in the disruption of our organizational network operation or interfere with personal productivity at work.
- c. Employees are responsible for the content of text, audio, or images they place or send over the Internet. Fraudulent, harassing, or obscene messages are prohibited. Messages transmitted for RTA business purposes on the Internet should be identified with the employee's name. Employees may not obscure the origin of messages and the information published should not violate or infringe upon the rights of others. Abusive, profane or offensive language transmitted through the system is strictly prohibited.
- d. Employees may not download software without the express acknowledgement and support of the Network Administrator to ensure that proper licenses are obtained and viruses are not transmitted.
- e. Employees may not send or upload any copyrighted materials, trade secrets, proprietary information, or similar materials to third parties. Employees may not violate the copyright laws in regard to receipt/download of materials available on the Internet by copying and disseminating information, except for purposes falling under the category of "fair use".
- f. Messages created, sent, or retrieved over the Internet are the property of the RTA and should be considered public information. The RTA reserves the right to access and monitor messages and files on the computer system at any time. Communications can be disclosed to law enforcement officials or other third parties without prior consent of the sender or the receiver. More details are outlined in the Public Records Act.
- g. Harassment of any kind is strictly prohibited. Messages with derogatory or inflammatory remarks regarding race, religion, national origin or citizenship, sexual orientation, gender identity or expression, disability, or other protected attributes may not be transmitted.

Violations of this Policy may result in disciplinary action up to and including termination and illegal activities may result in prosecution by legal authorities.

### 2.6.6.1 Personal Blogs/Social Networking

- a. Employees are not allowed to use organization-owned equipment, including computers, organization licensed software or other electronic devices, equipment or facilities on organization time to conduct personal blogging or social network activities.
- b. Employees may not use the organization logo or trademark on their personal blogs or networks.
- c. Employees may not post photographs or videos of other employees or their family members, customers, or vendors on personal posts without their permission.
- d. Employees are not to link from a personal blog or social network to the organization's internal or external websites.
- e. Employees are responsible for their commentary on blogs and social networks. Employees can be held personally liable for comments that are slanderous, obscene, defamatory or libelous by any offended party. Posts that include illegal content may result in prosecution by legal authorities.

Employees who have any questions regarding the proper use of social networking/blogging should contact their supervisor, manager, or director. Violations of this Policy may result in disciplinary action up to and including termination

### 2.6.7 Conflicts of Interest

Employees are expected to devote their best efforts and attention to the performance of their jobs. Employees are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between the employee's personal interests and the interests of the RTA. A conflict of interest exists where the employee's loyalties or actions are divided between the RTA's interests and those of another, such as a business, individual or another public agency with which the RTA's interests may conflict. Both the fact and the appearance of a conflict of interest should be avoided. Employees unsure as to whether a certain transaction, activity or relationship constitutes a conflict of interest should refer to the Conflict of Interest Policy and discuss it with their immediate supervisor or the RTA Executive Director for clarification.

While it is not feasible to describe all possible conflicts of interest that could develop, some of the more common conflicts, from which employees should refrain, include the following:

- a. Accepting personal gifts or entertainment (including meals) from individuals, other public agencies, customers, suppliers, or potential suppliers;
- b. Working for any individual, business or entity with which the RTA's interests may conflict, including those listed above;



- c. Having a direct or indirect financial interest in or relationship with any individual, business or entity with which the RTA's interests may conflict, or with whom the RTA has a business relationship, including those listed above;
- d. Engaging in self-employment in competition with the RTA;
- e. Using proprietary or confidential RTA information for personal gain or to the RTA's detriment;
- f. Using RTA assets or labor for personal use;
- g. Acquiring any interest in property or assets of any kind, including a service-related business, for the purpose of selling or leasing the property, assets or services to the RTA;
- h. Unauthorized commitment of RTA financial or staff resources or other support to any outside activity, organization, or person;
- i. Developing a personal relationship with a subordinate employee of the RTA that might interfere with the exercise of impartial judgment in decisions affecting the RTA or any employees of the RTA. If an employee or someone with whom an employee has a close relationship (a family member or close companion) has a financial or employment relationship with a supplier, potential supplier, customer, business, individual or another public agency, with which the RTA's interests conflict the employee must disclose this fact in writing to the RTA Executive Director. Employees should be aware that if they enter into a personal relationship with a subordinate employee or with an employee of a supplier, potential supplier, customer, business, individual or another public agency, with which the RTA's interests conflict, a conflict of interest may exist which requires full disclosure to the RTA.

Employees planning to engage in outside employment must first disclose such employment to the RTA Executive Director to ensure it does not pose a conflict of interest or is otherwise incompatible with the RTA or its mission. Failure to adhere to this guideline, including failure to disclose any conflicts or to seek an exception, will result in discipline, up to and including termination of employment.

No employee shall use the authority, information or privileges associated with his or her position for personal gain. Evidence of using a position for personal gain may be interpreted as a breach of terms of employment and serve as a basis for discipline up to and including termination.

### **2.6.8 Safety**

The Occupational Safety and Health Act (OSHA) require all employers to provide a safe and healthful workplace for their employees. In this regard, it is important that adequate policies and procedures be developed and adhered to in order to ensure safe, efficient operating conditions, thereby safeguarding employees and facilities.

Our organization will not knowingly permit unsafe conditions to exist, nor will it permit employees to indulge in unsafe acts. In-depth information is outlined in the *System Safety Program Plan (SSPP)*. The RTA SSPP includes an Injury and Illness Prevention Plan. Violations of organization rules and regulations will result in disciplinary action. The organization believes that the safety of employees and physical property can best be ensured by a meaningful safety program.

### **2.6.9 Security/Violence in the Workplace**

As detailed in the *RTA Policy Against Workplace Violence*, the RTA will not tolerate violent acts or threats of violence, whether verbal, written, or implied, towards employees by other RTA employees, customers or members of the public. For purposes of this policy, “violence” includes any willful touching of a person in a harmful, threatening or unwanted way. A “threat” of violence includes any statement, course of conduct or other action that would cause a reasonable person to believe that violence may occur. Any incident of violence or threat of violence by any RTA personnel or any other person should be reported promptly to the employee’s supervisor, Human Resources or the RTA Executive Director. Supervisors or any other employee of the RTA who receive complaints or who observe conduct in violation of this policy shall inform Human Resources and the RTA Executive Director immediately.

### **2.6.10 Drug-Free Workplace Policy**

The RTA recognizes that the abuse of alcohol and use of illegal drugs by any employee threatens the health and safety of that employee, the employee’s co-workers, and the general public. The RTA also recognizes that employees should be able to work in an alcohol and drug-free environment, and to work with other employees who are alcohol and drug-free. The RTA has, therefore, adopted drug and alcohol testing policies for all employees and prospective employees. Refer to the *RTA Drug & Alcohol Policy, Program and Procedures* and the *RTA Non-DOT Drug and Alcohol Policy and Testing Provisions* for more information.

### **2.6.11 Vehicle Collision and Incident Reporting** (reference the CBA for those covered)

Every employee shall make one (1) report for each vehicle collision or safety incident occurring during the employee’s run or shift, as required by the RTA. Such report shall be made not later than the completion of the employee’s run or shift.

The RTA pays 100% of the premium on insurance provided by our Workers’ Compensation program. This law was designed to provide employees with benefits for any injury which an employee incurs arising out of their employment with the organization.

Under the provisions of the law, if an employee is injured while at work for the organization, this injury must be reported immediately to his or her supervisor, no matter how slight it might seem. Failure to do so could result in a denial by the insurer of any claim an employee may

submit for Workers' Compensation benefits. Even late reported injuries may result in delay or denial of Workers' Compensation benefits.

2.6.11.1 Paid Time to Complete Report: Employees who are required to make a report shall be allowed up to twenty (20) minutes of paid time, except that no allowance shall be granted when said report can be completed in time already being paid on the date report is being made. In the event travel is required, the employee shall be paid travel time (scheduled running time) and same shall be subject to the overtime provision (if applicable). Other reports and interviews required by the RTA shall be paid for at the straight time rate.

2.6.11.2 Determination of Preventability: Vehicle collisions and safety incidents will be reviewed by the Operations Manager or designated Safety Committee. Where a collision or incident is determined to have been preventable, the employee will be notified in writing within ten (10) work days from the date of the RTA knowledge of a collision or incident (except in rare cases, such as insufficient information for the decision of preventability to be made). Discipline may apply if the employee's conduct that led to the collision or incident was found to be improper. Any determination of preventability or disciplinary action will be based on the circumstances of the incident but will not adversely affect the processing of any Workers' Compensation claim or industrial injury benefits. Determinations of whether or not a claim of industrial injury is compensable under applicable workers' compensation standards will be made by the RTA's third-party claims administrator.

## **2.6.12 Solicitation Prohibited**

Employees are prohibited from soliciting (personally or via electronic mail or text messaging) for membership, pledges, subscriptions, the collection of money or for any other unauthorized purpose anywhere on RTA property during work time, especially those of a partisan or political nature. "Work time" includes time spent in actual performance of job duties but does not include lunch periods or breaks. Non-working employees may not solicit or distribute to working employees. Persons who are not employed by the RTA may not solicit or distribute for membership, pledges, subscriptions, literature or petitions on the RTA's premises at any time for any reason. Employees are prohibited from distributing, circulating or posting (on non general purpose bulletin boards, refrigerators, walls, etc.) literature, petitions or other materials at any time for any purpose without the prior approval of the RTA Executive Director or his or her designee.

## **2.6.13 Visitors at Work**

Visitors, including an employee's family members, who wish to see an employee during working hours, must first check in at the front office. Visitors may be required to sign in and receive a visitor's badge. If a visit involves an emergency, the employee will be notified immediately, and will receive all possible cooperation from management.

Visitors should not disrupt business. Please remind your friends and relatives that unless there is an emergency involved, they should not disturb you while you are working. Refer to the *Transporting Family and Friends Bulletin* if they will be using the RTA as their way of transportation.

## **Section 2.7 Work Week and Work Schedules**

### **2.7.1 Workweek Defined**

For the purposes of payroll and the Fair Labor Standards Act salary calculation, the workweek shall begin at 12:00 am on Sunday and will end at 11:59 pm on Saturday.

### **2.7.2 Assignment of Work Schedules (refer to the CBA for those covered)**

For at-will employees, the RTA Executive Director or his or her designee has sole discretion to assign the work schedule of all employees working for the RTA. To the extent possible, at least 24-hours advance notice shall be provided for any short-term or temporary reassignment of work schedule; at least 7 days advance notice shall be provided for any long-term reassignment of work schedule.

### **2.7.3 Break and Meal Periods (refer to the CBA for those covered)**

The RTA will design shifts to comply with regulations regarding wages, hours and working conditions.

2.7.3.1 Break Periods: For all at-will employees, California law states employers need only to provide rest breaks, but not ensure that rest breaks are taken. Every employer must authorize and permit nonexempt employees to take rest breaks, which if practicable should be in the middle of each work period. The rest break must be based on the total hours worked daily at the rate of 10 minutes rest time per four hours of work. Rest breaks need not be allowed for employees whose total work time is less than 3 1/2 hours per day.

2.7.3.2 Meal Periods: For all at-will employees, no employee should work more than five hours without having a meal period of at least 30 minutes, except when a work period of not more than six hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee in writing. Employees shall be relieved from all duties during their meal period. If the employee is not relieved of all duty during a meal period, the meal period shall be considered an "on duty" meal period and is counted as time worked. On-duty meal periods should be noted on time records for the applicable pay period. We encourage all employees to take their meal period and be relieved from duty during that period.

#### **2.7.4 Work Schedule During a Holiday Week (refer to the CBA for those covered)**

During any week in which a holiday occurs, all full-time employees shall receive pay for all hours worked in addition to Holiday pay (if applicable).

#### **2.7.5 Overtime**

Nonexempt status employees shall receive pay calculated at time and one-half (1½) for all authorized overtime worked during the pay period. Exempt employees are not eligible for overtime pay.

2.7.5.1 Overtime Defined: Overtime and overtime pay shall be defined and calculated pursuant to the provisions of the Fair Labor Standards Act. In general, "overtime" means the time spent in the performance of work ordered or authorized by the Supervisor which is in excess of forty (40) productive hours worked in any work week. Productive hours include only regular time worked and does not include holidays, vacation, PTO, sick, administrative, personal, or other authorized leave.

2.7.5.2 Prior Authorization: Nonexempt employees may only work overtime that has been approved in advance by their Supervisor. In the rare event that overtime must be worked and prior approval is not feasible, the employee shall notify their Supervisor as soon as reasonable.

2.7.5.3 Travel: Employees traveling to and from locations outside of San Luis Obispo County that involve RTA matters in which the employee is required to attend as a condition of his or her employment are expected to do so within the hours available during a normal 40-hour work week, if feasible and practical. If not feasible or practical, and travel time results in greater than 40 hours worked, such time will be compensated with paid time off or other pay as specified above. Seminars, conferences and related events are generally considered to be a privilege and not a condition of employment, unless the employee is expressly directed by a Supervisor to attend or participate.

Employees who wish to attend such events are expected to arrange for transportation and travel time during normal RTA working hours to the extent possible, or on their own non-compensable time outside of normal working hours. If warranted by circumstances, the RTA Executive Director is authorized to approve, in advance, paid time for such travel on a case-by-case basis.

### **2.7.6 Miss-Outs and Work Assignment (refer to the CBA for those covered)**

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 or her assigned duties are scheduled to start. An employee who fails to report for their assignment at the proper time and place, or who fails to provide timely advance notice of for use of authorized intermittent leave, shall be charged with a miss-out. Disciplinary action up to and including termination is determined and enforced by each Department.

2.7.6.1 Waiver: The department manager may waive the imposition of a disciplinary penalty for a “miss-out” as hereinabove provided whenever, in his or her opinion, a valid reason for such “miss-out” exists.

### **2.7.7 Emergency Call-Back Minimum Hours (refer to the CBA for those covered)**

Whenever an employee has completed a normally scheduled shift and has left the worksite and their supervisor or designee calls the employee back to work when not regularly scheduled to be on duty, compensation will be for a minimum of half of their regularly scheduled shift.

On an unscheduled emergency, an employee shall receive a minimum of (1) one hour pay at the applicable overtime rate (if applicable).

### **2.7.8 Premium Pay (refer to the CBA for those covered)**

A Bus Operator who is assigned by the RTA Supervisor to work with a trainee, fill in as Dispatcher or Scheduler or other RTA Executive Director-approved duties will be paid a premium, in addition to the employee’s hourly wage rate, while performing these duties.

### **2.7.9 Driver’s Log**

Those employees who obtain and Commercial Driver’s License (CDL) are required to keep a log of hours worked per the Federal Motor Carrier laws. A log is required under the following conditions.

1. On duty twelve (12) hours or more in a day: When an employee works more than twelve (12) hours in a day they fail to meet the exception in CCR Title 13, Div. 2, Chap. 6.5, Art. 3, Sec. 1212(e) and therefore must complete a log.
2. Days a CDL employee works two (2) jobs in one day: A log is required in this case so that the CDL employee can demonstrate to each employer AND the CHP that they are not in violation.

## ARTICLE 3 COMPENSATION, BENEFITS AND LEAVES

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### **Section 3.1 Compensation**

#### **3.1.1 Regulation of Compensation by the RTA Board (refer to the CBA for those covered)**

Compensation of all employees of the RTA shall be determined by the RTA Board of Directors except as otherwise required by law. Human Resources shall maintain a salary table that includes all active classification titles and a corresponding seven step pay scale for each classification. A copy of the job classifications is included as Appendix A, which may be updated annually during the budget-making process. The RTA Board of Directors shall establish the first step for each classification in the table, also known as the salary range. Employees shall be paid a base salary, no less than Step 1 and no greater than Step 7 of the salary range approved by the RTA Board for the classification to which they are appointed.

#### **3.1.2 Administration of the compensation plan**

The RTA Executive Director shall have discretion to set the salary of an employee at any step within the salary range approved by the RTA Board for the classification to which the employee is appointed, subject to the following conditions:

3.1.2.1 Any employee who is promoted to a classification with a higher salary range shall receive a salary increase to a step in the new salary range that is not less than the pay previously received. In no case shall the new salary exceed the highest step of the salary range.

3.1.2.2 Market adjustments are done on a position-by-position basis based upon market data and could result in pay adjustments for the individuals in those positions at anytime. The market adjustment is not intended to compensate employees for general inflation or cost of living increases. Market adjustments require approval of the RTA Board as part of an amendment to Appendix B.

3.1.2.3 Upon receiving a “Satisfactory” or better performance evaluation, the RTA Executive Director may grant an employee a salary increase to the next step in the salary range. In no case shall the new salary exceed the highest step of the salary range. The performance evaluation may be a regular evaluation or probationary evaluation.

3.1.2.4 Upon receiving an overall “Unsatisfactory” performance evaluation, the RTA Executive Director may lock an employee’s salary at his or her current salary until the employee’s performance is improved to “Satisfactory” or better. The performance evaluation may be a regular evaluation or probationary evaluation. An ensuing “Unsatisfactory” performance evaluation shall be subject to the provisions of Article 7 (Disciplinary Actions) of this policy.

3.1.2.5 An employee who voluntarily demotes to avoid layoff or voluntarily demotes due to personal reasons may be placed by the RTA Executive Director at any step in the salary range of the new classification not to exceed their current step without a concurrent performance evaluation.

### **3.1.3 Compensation – Payment Procedures** (refer to the CBA for those covered)

Policies and procedures for payment of compensation can be summarized as follows:

3.1.3.1 Time-Keeping: All employees (exempt and nonexempt) are required to record their hours worked. The RTA Executive Director will designate those nonexempt employee classifications that are required to clock in and out at the beginning and end of their shift and for their lunches. If for any reason an employee is unable to use the time clock, the employee must submit an Exception Timesheet with the clock in/out times listed. For exempt employees time-keeping is for business purposes unrelated to compensation for hours worked, whereas nonexempt are paid only for hours worked.

3.1.3.2 Biweekly Payment: The RTA will make every effort to issue the payroll every other Friday starting no later 5:00 AM. 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.

### **3.1.4 Direct Deposit**

Employees are encouraged to participate in the RTA's direct deposit of wages program. Human Resources will make the arrangement for direct deposit with any credit union or bank that has electronic transmission capability. Your entire paycheck, or a specified amount, can be deposited. Human Resources will provide the necessary forms upon request.

### **3.1.5 Final/Termination Paycheck**

Final paychecks will be issued as part of the normal payroll cycle. The RTA will attempt to accommodate early release of final/termination paychecks, including accrued but unused vacation, when it is able.

## **Section 3.2 Employee Benefits**

### **3.2.1 Vacation Policy** (reference the CBA for those covered)

Paid vacation is one of the ways the RTA recognizes length of service and performance. Employees covered by a CBA are provided vacation time as outlined in the agreement.



Eligible employees earn paid vacation based on length of continuous service, starting with their first year and increasing throughout their service in a pre-determined accrual formula. Please contact your immediate supervisor for more details.

VACATION ACCRUAL SCHEDULE:

Service Time	Days/year	Accrual Rate	Max Accrual
first year	10	3.08	160
second year	11	3.38	176
third year	12	3.69	192
fourth year	13	4.00	208
fifth year	15	4.62	240
sixth & seventh year	16	4.92	256
eighth & ninth year	17	5.23	272
tenth & eleventh year	18	5.54	288
twelfth & thirteenth year	19	5.85	304
fourteenth + year	20	6.15	320

Employees shall not carry a vacation balance of more than two times their annual rate from one fiscal year to the next. Balances in excess will be forfeited at the end of the calendar year. Vacation time may be taken at the request of the employee with the prior approval of his or her manager/supervisor. Vacation time may be approved or denied based on business needs at the time.

All accrued vacation provided by the policy that has not been taken at the time of termination will be paid to the employee. The right to vacation constitutes deferred wages for services rendered. Employment contracts and organization policies may not provide for forfeiture of vested paid time.

3.2.2.1 Maximum Vacation Accrual: The vacation accrual year will be January to December. Employees may accumulate vacation time from one year to the next year up to the maximum hours outlined in the table above. Should an employee’s vacation bank exceed this amount, they will cease to accrue hours over maximum not taken at the end of the calendar year. An employee who has had scheduled vacation canceled due to scheduling conflicts will be given an opportunity to schedule the unused vacation in the following vacation accrual year.

**3.2.2 Vacation Usage** (refer to the CBA for those covered)

3.2.2.1 Use of Vacation Pay: All requests for scheduled use of vacation pay shall be considered and granted at the discretion of the department manager/supervisor. All requests for scheduled vacation shall be made in writing. Requests for the scheduled

use of vacation of one day or less shall be made a minimum of two work days prior to the start of the time-off. Requests for the scheduled use of vacation of two or three days shall be made at least one week prior to the start of the employee's time-off. Requests of more than three days shall be made at least twice as many work days prior to the vacation days being requested (e.g., one week of vacation must be requested at least two weeks in advance). The advance notice requirement may be waived, if warranted, at the discretion of the department manager/supervisor on a case-by-case basis. To the extent possible, the use of vacation during periods of sick leave shall be made with a minimum of two hours' notice to the department manager/supervisor when all sick leave available has been exhausted.

3.2.2.2 Vacation Cash-out: After one year of service with the RTA, employees are eligible to cash-out a portion of their vacation time accrued. A vacation balance in excess of 120 hours may be cashed out during the last pay date of each calendar year. Vacation cash-out eligible employees are required to inform Human Resources one (1) week prior to the last pay date of each calendar year of their request to cash-out and the amount.

3.2.2.3 Vacation Donation: vacation donation allows a qualified employee to voluntarily donate vacation to another qualified employee who is unable to work because of an extended serious illness or injury. The procedure to initiate this process involves sharing the donating employee's intentions with their supervisor and Human Resources. The vacation donation will be limited to 50% of accrued vacation. The RTA will ensure that donated vacation pay will only be used for medical sick leave purposes. Donating employees may only donate hours from their account when it is in excess of sixty (60) hours and only those hours that are in an excess of sixty (60). Donations will be calculated based on the donating and recipient's pay rates. Contact Human Resources for more information regarding donating or applying to receive donated vacation leave.

3.2.2.4 Limitation on Vacation Pay Usage: Vacation shall be paid at the employee's basic straight-time rate on a regularly scheduled workday, but not to exceed scheduled hours per day. Vacation payments to 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 pay in excess of his or her regular pay. Vacation pay shall not duplicate any other RTA pay.

3.2.2.5 Vacation Pay Cannot Cause Overtime: Vacation time taken cannot be used to put an employee into an overtime pay status.

### **3.2.3 Sick Leave (refer to the CBA for those covered)**

The RTA provides paid sick time benefits to eligible employees who are temporarily absent due to illness or injury.

**3.2.3.1 ELIGIBILITY:** All full and part-time employees are eligible. Employees covered by a CBA should refer to the agreement.

All full-time employees accrue sick time benefits at the rate of 12 days per year. Employees shall use paid earned sick time for personal sick time off or FMLA/CFRA leave to care for eligible dependents. See section 3.2.10 for more information.

An employee who is unable to report to work because of an illness or injury should notify his or her supervisor before the scheduled start of his or her workday, if possible. The employee's supervisor must also be contacted on each additional day of absence. Before an employee can return to work after a sick leave absence of five (5) calendar days or more, you must provide a doctor's statement releasing to return to full or modified duty.

An employee on sick leave for an extended absence because of an illness or injury must apply for any other available compensation and benefits, such as workers' compensation and/or disability. Sick leave benefits will be used to supplement any payments that an employee is eligible to receive from workers' compensation or the RTA provided disability insurance program(s). The combination of these disability payments and sick leave may not exceed normal weekly pay.

Sick time is not eligible for cash out.

### **3.2.4 Holidays** (refer to the CBA for those covered)

The RTA recognizes the following seven holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day (admin staff only), Christmas Day, and New Year's Day.

**3.2.4.1 Full-Time Employee Eligibility:** All eligible full-time employees shall receive eight (8) hours at their regular straight time rate of pay for the applicable Holidays outlined above, 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. Those employees 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 or her report time and in proper uniform. Holiday time shall not be counted when computing overtime pay.

**3.2.4.2 Pay Rate for Holidays Worked:** If an employee works on an RTA-recognized holiday, that employee will be paid eight hours Holiday pay plus the Holiday rate (time and a half) applicable for the actual hours worked.

**3.2.4.3 Day Shifting:** For Administrative staff, in the event one of the holidays mentioned in this section 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 (New Year's Day, Christmas Day and Independence Day) are exempt from the day shifting. Please contact your supervisor to verify eligibility.

3.2.4.4 Floating Holidays: Eligible full-time employees receive six (6) floating holidays January 1<sup>st</sup> of each year. Floating holidays are to be used within the calendar year. If you do not use all floating holidays provided, you will lose them by December 31<sup>st</sup> of each year. Floating holidays do not roll over from year to year and are not paid out upon termination of employment with the RTA.

### **3.2.5 Salary Reduction (125) Plan (Pre-Tax Premiums Deductions)**

Pre-Tax Premiums is a voluntary program that allows employees to pay the premiums for medical, vision and dental benefits with pre-tax dollars. Under Section 125 of the Internal Revenue Code, an employee may annually elect to reduce his or her taxable salary by the amount paid towards medical, dental and vision premiums. Participation in the salary reduction plan can result in an employee paying less federal, state and Medicare taxes.

Because of the tax savings employees receive, the federal government places certain restrictions on what an employee can and cannot do under this plan. This is an irrevocable choice, meaning that an employee wishing to change a decision to have premiums deducted pre-tax, as well as canceling or changing the benefits associated with these deductions, is not allowed until the next open enrollment period unless an employee experiences a qualifying event as defined in federal law.

### **3.2.6 Health, Dental, Vision and Life Insurance (refer to the CBA for those covered)**

The RTA shall provide the administration of the Group Insurance Plan using Human Resources staff resources or contracted third-party resources.

3.2.6.1 Eligibility: Eligible full-time employees shall be any full-time employee as defined in Section 2.1.1.

3.2.6.2 Coverage Levels: the RTA will cover a portion or all of the medical plan monthly premium offered to each full-time employee for the employee-only option. Unless otherwise stated in your offer letter, the RTA will pay for 95% of the monthly premiums to provide the base healthcare plan (as of January 1, 2018, this plan is known as the "Solutions PPO Plan") for the employee. The employee will be responsible for the remaining 5% through payroll deductions, as well as 100% of the additional monthly premiums should the employee choose a richer medical plan. See Human Resources for more information. In addition, RTA will cover 100% of the dental plan and vision plans for employee-only options unless otherwise stated in your offer letter. Should the employee wish to cover their spouse and/or dependents, the employee shall do so

solely at their expense through payroll deductions. Refer to your offer letter for coverage information.

For Part-Time Health-Benefited employees, the RTA will pay for 95% of the monthly premiums to provide the base healthcare plan for the employee. The employee will be responsible for the remaining 5%, as well as 100% of the additional monthly premiums should the employee choose a richer medical plan and/or to cover a spouse/dependents.

The RTA may change insurance carriers at any time, and will strive to provide a comparable level of insurance benefits if a change is necessary.

3.2.6.3 Medical: The medical insurance plan at the RTA offers employees and dependents access to medical care insurance benefits. Only Full-Time and Part-Time Health Benefited employees are eligible to participate in the medical insurance plan.

Eligible employees may participate in the medical insurance plan subject to the terms and conditions of the agreement between the RTA and the insurance carrier.

You will find details of the medical insurance plan in the Summary Plan Description (SPD) posted on the RTA payroll website. When you become eligible, you will receive your SPD and rate information prior to the enrollment date. For questions about medical insurance, contact Human Resources for additional information.

3.2.6.4 Dental: The RTA offers dental coverage for full-time employees.

3.2.6.5 Vision: The RTA offers vision coverage for full-time employees.

3.2.6.6 Incidental Benefit for Opting Out: RTA-designated full-time benefited employees who can demonstrate during Open Enrollment that they have Affordable Care Act (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 the RTA may “opt out” of these benefits and shall receive an incidental payment of \$175 monthly in lieu of the contribution as defined above.

Full-Time Benefited 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 the 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.

3.2.6.7 Life Insurance: The RTA offers a basic life insurance plan for eligible full-time employees. The basic life insurance plan includes Accidental Death and Dismemberment (AD&D) insurance. AD&D provides benefits in case an accident causes a serious injury or

death. Full-time employees may enroll in a supplemental life insurance plan at their own cost, subject to provider approval. There are more details about our basic life insurance plan in the Summary Plan Description. If you have questions about our life insurance plan, contact the Human Resources for more information.

**3.2.6.8 Short Term Disability:** The RTA has a short-term disability (STD) benefits program for all employees. STD benefits are paid to employees who cannot work because of qualifying disability conditions caused by an injury or illness.

Employees may participate in the STD plan subject to the terms and conditions of the agreement between the RTA and its insurance carrier. If the disability is based on being pregnant or a pregnancy-related illness, it will be treated the same as any other illness that prevents an employee from working.

If the disability is covered by workers' compensation, it will not be covered by the STD plan. There are more details in the STD Summary Plan Description, including how much can be paid and when, the limits, the restrictions, and what is not covered. If you have questions about STD benefits, contact Human Resources for more information.

**3.2.6.9 Long Term Disability:** The RTA provides long-term disability (LTD) benefits to full-time employees who have an illness or injury that results in a long-term absence. Our LTD plan is designed to ensure a continuing income in the event an eligible employee becomes disabled and unable to work.

Eligible employees may participate in the LTD plan subject to the terms and conditions of the agreement between the RTA and its insurance carrier.

The LTD benefits will be offset by any amounts you receive under Social Security or workers' compensation for the same time period. You will find details about the LTD benefits plan including benefit amounts, limitations, and restrictions in the Summary Plan Description. If you have questions, Human Resources can provide more information.

### **3.2.7 457 Savings Plan** (refer to the CBA for those covered)

The 457 plan is a type of nonqualified, tax advantaged deferred-compensation retirement plan that is available for governmental and certain non-governmental employers in the United States. The employer provides the plan and the employee defers compensation into it on a pre-tax or after-tax (Roth) basis. Employees elect how much salary to contribute and to direct the investment so that each employee can tailor his or her own retirement package to meet his or her individual needs.

The RTA has established a 457 plan to provide eligible employees with the potential for financial security in their retirement. Employees should refer to their employment offer letter for specific information.

Employees become eligible for the 457 plan on the first of the month following the employee’s full-time hire date. Eligible employees may participate in the 457 plan subject to all terms and conditions of the plan.

The RTA will also contribute an additional amount to each employee’s 457 contribution based on the table below. Complete details of the 457 plan are described in the Summary Plan Description, and Human Resources can provide more information about the 457 plan.

Service Time	Employer Contribution
First year*	2.00%
Second year*	2.20%
Third year*	2.42%
Fourth year*	2.66%
Fifth year*	2.93%
Sixth year*	3.22%
Seventh + years*	3.54%

\*The structure is based on years in the eligible position

**3.2.8 Uniform Policy** (reference the CBA for those covered)

The RTA allows the supervisors to wear the RTA company provided uniform (shirt and pants) or wear business casual attire when not operating an RTA vehicle. Supervisors who wear an approved RTA uniform more than 50% of the time will be eligible to receive the RTA company provided uniform annually. Supervisors may choose to purchase their own approved pants and will receive a \$100 annual uniform allowance.

Supervisors who choose to wear business casual attire are not eligible for the \$100 annual uniform allowance.

**3.2.9 Employee Assistance Program (EAP)**

The RTA EAP is designed to provide confidential assistance to employees who are having personal or work related problems by providing professional consultation, assessment, and referral. The EAP is available to all employees and their families on the first day of employment at no charge and can assist with most personal problems affecting the quality of life at home and on the job. Contact Human Resources for further details.

### **3.2.10 Wellness Program**

In accordance with the RTA's commitment to health and safety, we have established a Voluntary Wellness Program for the following purposes:

- a. To maintain and enhance employee interest in health and safety issues.
- b. To ensure that managers, supervisors and employees are aware through training activities that they are responsible for the prevention of workplace accidents.
- c. To help make health and safety activities an integral part of the organization's operating procedures, culture and programs.
- d. To provide an opportunity for discussion of health and safety problems and possible solutions.
- e. To inform and educate employees and supervisors about health and safety issues and research findings, etc.
- f. To help reduce the risk of workplace injuries and illness.
- g. To help ensure compliance with federal and state health and safety standards.

For additional information about RTA wellness programs, see Human Resources.

### **3.2.11 Suggestion Program**

We have a suggestion program at the RTA. All employees are eligible to participate in the suggestion program.

A suggestion is an idea that will help the RTA solve a problem, reduce costs, improve operations or procedures, enhance customer service, eliminate waste or spoilage, or make the RTA a better or safer place to work. A suggestion should identify the problem and offer possible ideas for solving or improving an issue or provide a possible solution. A suggestion should not focus on personal attributes of co-workers or management.

Employees should submit suggestions to a supervisor, manager, or director. After it is reviewed, it will be forwarded to the appropriate parties for possible implementation.

### **3.2.12 Jury Duty (refer to the CBA for those covered)**

The RTA encourages employees to fulfill civic responsibilities by serving jury duty when required. If an employee receives a jury duty summons, it should be presented to his or her immediate supervisor as soon as possible so that arrangements can be made to accommodate the employee's possible absence from work.

Should any full-time employee be required to serve on a jury duty, said employee will be paid his or 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.



### **3.2.13 Voting**

The RTA encourages employees to fulfill civic responsibilities by voting in elections. Generally, the polls are open for several hours in the morning and evening and we expect that employees will be able to vote either before or after work hours. If an employee does not have sufficient time before or after work, the employee may request up to two hours off without loss of pay for the express purpose of voting. This time needs to be requested in advance.

### **3.2.14 Bereavement (refer to the CBA for those covered)**

Bereavement leave is provided to full-time employees in the event of the death of an employee's: Father, Mother, Brother, Sister, Spouse, Child, Step-Father, Step-Mother, Step-Child, Father-in-law, Mother-in-law, Son-in-law, Daughter-in-law, Brother-in-Law, Sister-in-law, Grandchild, Grandparent and domestic partners registered with the State of California.

Paid time off will be given up to a maximum of three (3) eight (8) hour days for full-time employees.

If more than three (3) days are needed, the employee is permitted to take personal days, vacation days, or leave without pay, with the approval of the employee's immediate supervisor. Part-time and temporary employees may take unpaid bereavement leave.

### **3.2.15 Unemployment Insurance**

If an employee's employment is terminated, the employee may be eligible to receive unemployment insurance. The terminated employee must file a claim with the local Employment Development Department office in order to collect this benefit. If terminated, the employee should inquire about unemployment insurance at the time of separation from RTA. The full cost of unemployment insurance is paid by RTA.

### **3.2.16 Social Security/Medicare/Medicaid**

The RTA participates in the provisions of the Social Security, Medicare and Medicaid programs. Employees' contributions are deducted from each paycheck and the RTA contributes as established by federal law at the applicable wage base.

## **Section 3.3 Leaves of Absences**

### **3.3.1 Family and Medical Leave Act (FMLA)**

Under the provisions of the federal Family and Medical Leave Act (FMLA), eligible employees are entitled to take 12 weeks of family/medical leave within a rolling 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;

For qualifying exigencies, as defined in the FMLA, related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

- An eligible employee who is a covered service member's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the service member with a serious injury or illness.

The rolling 12-month period is measured backward from the date of the most recent use of leave for a covered FMLA event. This means that each time an employee requests a leave under the provisions of this policy, the available time for a leave of absence will be the balance of the total 12 weeks that has not been used during the 12-month period immediately preceding the commencement of leave.

**3.3.1.1 Eligibility:** To be eligible for leave, an employee must meet following requirements:

- Have worked for the employer for at least 12 months (52 weeks, not necessarily consecutively);
- Have at least 1,250 hours of service in the 12 months immediately preceding the use of the leave; and
- Work at a location where the employer has at least 20 employees within 75 miles of the employee's worksite.

**3.3.1.2 Serious Health Condition:** The term "serious health condition" means an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility or continuing treatment by a health care provider which prevents an employee from performing the essential functions of

his or her job or prevents a close family member from performing the functions of their job or attending school. An employee should contact his or her immediate supervisor to determine what qualifies as a serious health condition.

3.3.1.3 Notice Requirements: An employee requesting a leave of absence under this policy should see his or her supervisor and complete the proper leave request form. Where the need for leave is known in advance, the request must be submitted at least thirty (30) days prior to the desired beginning of the leave of absence. Failure to give at least thirty (30) days' notice of foreseeable need for a leave of absence may delay the start of such leave until thirty (30) days after the date the notice is received by the organization. If the request is less than thirty (30) days, the employee may be required to give an explanation of why advance notice was not feasible. If timely notice is not given, the period of delay counts as a non-FMLA absence.

If the need for a leave is not foreseeable or is an emergency situation, the employee must provide at least verbal notification to his or her immediate supervisor as soon as possible and must follow our call-in procedures. Employees must supply sufficient information to enable the RTA to determine if the leave qualifies for FMLA, as well as the duration and timing of the leave.

3.3.1.4 Certification of the Need for Leave: Any employee who needs to have an FMLA-covered medical leave of absence must present certification completed by the employee's health care provider verifying the need for a leave of absence along with the leave request form. This certification must be provided within fifteen (15) days of the request unless it is not feasible under the circumstances. Human Resources has certification forms available for an employee to have completed by his or her health care provider. Failure to provide certification may result in the employee's leave being delayed, denied, or revoked. Note: The RTA reserves the right to a second or third medical certification at our expense.

The RTA also reserves the right to require recertification of the continuance of a serious health condition every six (6) months. Recertification may also be required if:

1. An employee requests an extension of leave;
2. Circumstances described by the original certification have changed significantly;
3. We receive information that casts doubt upon the continuing validity of the certification; or
4. An employee is unable to return to work because of the continuation, recurrence, or on-set of a serious health condition.

3.3.1.5 Intermittent Leave: Generally, FMLA leave must be taken in a single block. Under certain circumstances, however, FMLA leave may be taken on a reduced work schedule basis if the employee and the organization can agree on the schedule requested by the employee.

If intermittent leave is considered medically necessary for the employee or seriously ill family member, the requesting employee produces the required certification by a health care provider that there is a medical need for a leave of absence and that the medical need is best accommodated through an intermittent leave or reduced work schedule. The RTA reserves the right to require a second or third medical opinion in appropriate cases where authorized to do so by the FMLA.

If medical leave is requested on an intermittent or reduced work schedule basis, the RTA may, at the discretion of the RTA Executive Director, transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. Any such transfer will be to a job that offers pay and benefits that are equivalent to those available in the employee's regular job. Employees on authorized intermittent leave with episodic or unforeseeable intermittent absences will not be required to transfer to an alternative job.

A fitness for duty certification can be required every thirty (30) days in the case of intermittent or reduced schedule leaves if reasonable safety concerns exist. The employee has fifteen (15) days to provide this certification.

3.3.1.6 FMLA Leave is Unpaid Leave: Employees on approved FMLA leave of absence will be required to use any earned, unused vacation and sick days during the approved leave of absence unless the leave is for the employee's own serious health condition. Employees must follow the same terms and conditions of RTA's leave policy as those employees not on FMLA. The RTA and employee may mutually agree to supplement worker's compensation or other disability benefits with any other form of paid time off benefits the employee may be entitled to, if state law permits.

3.3.1.7 Spouse Aggregation: In the case where both an employee and his or her spouse are employed by the RTA, the aggregate number of weeks to which both employees are entitled because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to twelve (12) workweeks during any twelve (12) month period. This limitation does not apply in instances where leave is taken because of an employee's own serious health condition or to care for a spouse or child with a serious health condition.

3.3.1.8 Health Insurance: FMLA is benefit protected leave and the RTA will continue to pay its customary portion of group medical insurance coverage. An employee away from work due to FMLA leave may continue medical insurance coverage while on leave by timely payment of his or her portion of the monthly insurance premium on the same day such payment would be required if payment were made by payroll deduction. Where the need for family leave of absence is foreseeable, the employee will be asked to sign an agreement before the leave of absence begins that:

- Discloses the amount that the employee must remit on a timely basis to retain the coverage; and
- Indicates that the employee understands his or her insurance premium payment obligations.

If the FMLA leave is not foreseeable, this agreement must be signed as soon as possible after the leave begins. An employee's failure to pay premiums within thirty days of the due date for such premiums will result in the loss of his or her insurance coverage. If an employee does not return to work at the end of an approved FMLA leave, he or she may be required to repay the organization for the insurance premiums it paid.

**3.3.1.9 Health Insurance Continuation – COBRA:** The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) was enacted to ensure that employees and their dependents can continue their health insurance once they are no longer eligible under our health plan.

If an employee continues insurance under COBRA, the employee will pay the full cost of the insurance at the RTA's group rates plus an administration fee. When an employee is eligible for RTA's health insurance plan, the employee will receive a written notice describing COBRA rights, applicable deadlines, and what to do if to take continuation coverage under COBRA. As such, it is important that the employee read it carefully and maintain it with insurance documents/records. Employees should contact your Human Resources with any questions regarding COBRA.

**3.3.1.10 Benefits During Leave:** Employees on a FMLA-related leave do not accrue benefits, including holiday pay, while on unpaid leave. Employees will not accrue vacation and sick pay while on unpaid leave. Vacation and sick pay will begin accruing when the employee returns to work.

### **3.3.2 California Family Rights Act (CFRA)**

Under the provisions of the California Family Rights Act (CFRA), eligible employees are entitled to take 12 weeks of family leave within a rolling 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, domestic partner, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;

The rolling 12-month period is measured backward from the date of the most recent use of leave for a covered CFRA event. This means that each time an employee requests a leave under the provisions of this policy, the available time for a leave of absence will be the balance of the total 12 weeks that has not been used during the 12-month period immediately preceding the commencement of leave.

3.3.2.1 Eligibility: To be eligible for leave, an employee must meet following requirements:

- Have worked for the employer for at least 12 months (52 weeks, not necessarily consecutively);
- Have at least 1,250 hours of service in the 12 months immediately preceding the beginning of the leave; and
- Work at a location where the employer has at least 20 employees within 75 miles of the employee's worksite.

3.3.2.2 Serious Health Condition: The term "serious health condition" means an illness, injury, impairment or physical or mental condition that involves continuing treatment by a health care provider which prevents an employee from performing the functions of his or her job or prevents the family member from performing the functions of his or her job or attending school. Employees should contact his or her immediate supervisor with any questions regarding what qualifies as a serious health condition.

3.3.2.3 Notice Requirements: An employee requesting a leave of absence under this policy should see his or her supervisor and complete the proper leave request form. Where the need for leave is known in advance, the request must be submitted at least thirty (30) days prior to the desired beginning of the leave of absence. Failure to give at least thirty (30) days' notice of foreseeable need for a leave of absence may delay the start of such leave until thirty (30) days after the date the notice is received by the organization. If the request is less than thirty (30) days, the employee may be required to give an explanation of why advance notice was not feasible. If timely notice is not given, the period of delay counts as a non-CFRA absence.

If the need for a leave is not foreseeable or is an emergency situation or providing notice is not practicable, the employee must provide at least verbal notification to their immediate supervisor as soon as possible and must follow our call-in procedures. Employees must supply sufficient information to enable the RTA to determine if the leave qualifies for FMLA and the duration and timing of the leave.

3.3.2.4 Certification of the Need for Leave: Any employee who needs to have an CFRA-covered medical leave of absence must present certification by a health care provider of the need for a leave of absence along with the leave request form. This certification must be provided within fifteen (15) days of the request unless it is not feasible under

the circumstances. Human Resources has forms available for an employee to have completed by their health care provider. Failure to provide certification may result in the employee's leave being delayed, denied, or revoked. Note: We reserve the right to a second or third medical certification at our expense.

We also reserve the right to require recertification of the continuance of a serious health condition every six (6) months. Recertification may also be required if:

- The duration for the leave, as stated on the certification has expired and the employee requests an extension of leave;  
or
- An employee is unable to return to work because of the continuation, recurrence, or on-set of a serious health condition.

3.3.2.5 Intermittent Leave: Generally, CFRA leave must be taken in a single block. Under certain circumstances, however, CFRA leave may be taken on a reduced work schedule basis if the employee and the organization can agree on the schedule requested by the employee.

If intermittent leave is considered medically necessary for self or seriously ill family member, the requesting employee produces the required certification that there is a medical need for a leave of absence and that the medical need is best accommodated through an intermittent leave or reduced work schedule, intermittent leave will be approved. The RTA reserves the right to require a second or third medical opinion in appropriate cases where authorized to do so by the CFRA, including circumstances where the RTA has an objective, good faith reason to question the validity of the certification.

If medical leave is requested on an intermittent or reduced work schedule basis, the organization may, at the discretion of management, transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. Any such transfer will be to a job that offers pay and benefits that are equivalent to those available in the employee's regular job. Employees on unforeseeable intermittent leave will not be required to transfer to an alternative job.

A fitness for duty certification can be required every thirty (30) days in the case of intermittent or reduced schedule leaves if reasonable safety concerns exist. The employee has fifteen (15) days to provide this certification.

3.3.2.6 CFRA Leave is Unpaid Leave: Employees on approved CFRA leave of absence will be required to use any earned, unused vacation and/or sick days during the approved leave of absence unless the leave is for the employee's own serious health condition. If the employee is receiving partial wage replacement other than industrial injury benefits

from a third-party source (private disability insurance), the employee may mutually agree with RTA to apply paid leave accruals. Employees must follow the same terms and conditions of our leave policy as those employees not on CFRA. The RTA and the employee may mutually agree to supplement worker's compensation or other disability benefits with any other form of paid time off benefits the employee may be entitled to, if state law permits.

3.3.2.7 Parent Aggregation: In the case where both parents are employed by the RTA, the aggregate number of weeks to which both employees are entitled because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to twelve (12) workweeks during any twelve (12) month period. This limitation does not apply in instances where leave is taken because of an employee's own serious health condition or to care for a spouse, registered domestic partner, or child with a serious health condition.

3.3.2.8 Health Insurance: CFRA is benefit-protected leave and the RTA will continue to make its customary payment for the employee's group benefits. Employees remain responsible to cover their customary personal contributions in order to keep their benefits in effect. An employee away from work due to CFRA leave may continue medical insurance coverage while on leave by timely payment of his or her portion of the monthly insurance premium on the same day such payment would be required if payment were made by payroll deduction. Where the need for family leave of absence is foreseeable, the employee will be asked to sign an agreement before the leave of absence begins that:

- Discloses the amount that the employee must remit on a timely basis to retain the coverage; and
- Indicates that the employee understands his or her insurance premium payment obligations.

If the CFRA leave is not foreseeable, this agreement must be signed as soon as possible after the leave begins. An employee's failure to pay premiums within thirty days of the due date for such premiums will result in the loss of his or her insurance coverage. If an employee does not return to work at the end of an approved CFRA leave, he or she may be required to repay the organization for the insurance premiums it paid.

3.3.2.9 Health Insurance Continuation – COBRA: The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) was enacted to ensure that employees and their dependents can continue their health insurance once they are no longer eligible under our health plan.

If you continue your insurance under COBRA, you will pay the full cost of the insurance at our group rates plus an administration fee. When you are eligible for our health insurance plan, you will receive a written notice describing your COBRA rights. This



notice contains important information about your rights, strict deadlines to elect continuation coverage, and what to do if you need COBRA so it is important that you read it carefully and maintain it with your insurance documents. If you have any questions regarding COBRA, please contact your Human Resources.

3.3.2.10 Benefits During Leave: Employees on a CFRA-related leave do not accrue benefits, including holiday pay, while on unpaid leave. Employees will not accrue vacation and sick pay while on unpaid leave. Vacation and sick pay will begin accruing when the employee returns to work.

### **3.3.3 Pregnancy Disability Leave (PDL)**

A pregnancy disability is a physical or mental condition related to pregnancy or childbirth that prevents you from performing essential duties of your job, or if your job would cause undue risk to you or your pregnancy's successful completion. Your health care provider should determine whether or not you have a pregnancy disability.

Pregnancy-related disability leave ("PDL"), as part of the California Fair Employment and Housing Act, may be taken for the duration of the disability up to four months (17.3 weeks) for each pregnancy. PDL may be used in a continuous block of leave, or applied intermittently when the need for intermittent or reduced schedule leave is medically verified by the employee's health care provider. This assumes that the employee is disabled by childbirth or related medical conditions for four months. Pregnancy-related disability leave is counted towards an employee's FMLA entitlement and the RTA will always apply PDL and FMLA concurrently. When an employee is no longer eligible for PDL, there is continued leave available for "Baby Bonding" under CFRA.

3.3.3.1 Eligibility: All employees who experience disabilities relating to pregnancy, childbirth or related medical conditions (meaning a physical or mental condition intrinsic to pregnancy or childbirth) may request leave or a reasonable accommodation under this policy.

3.3.3.3 Transfer and accommodation: The RTA also provides reasonable accommodations, to the extent required by law, for conditions related to pregnancy, childbirth or related medical conditions. In addition, a transfer to a less strenuous or hazardous position or duties may be available pursuant to an employee's request, if such a transfer is medically advisable. Employees requesting a leave or reasonable accommodation should promptly notify human resources

3.3.3.3 Notice Requirements: Anyone requesting a leave of absence under this policy should see his or her supervisor and complete the proper leave request form. Where the need for leave is known in advance, the request must be submitted at least thirty (30) days prior to the desired beginning of the leave of absence. Failure to give at least thirty (30) days' notice of foreseeable need for a leave of absence may delay the start of

such leave until thirty (30) days after the date the notice is received by the organization. If the request is less than thirty (30) days, the employee may be required to give an explanation of why advance notice was not feasible.

If the need for a leave is not foreseeable, is an emergency situation or is not practicable, the employee must provide at least verbal notification to their immediate supervisor as soon as possible and must follow our call-in procedures. Employees must supply sufficient information to enable The RTA to determine if the leave qualifies for FMLA and the duration and timing of the leave.

3.3.3.4 Certification of the Need for Leave: Any employee who needs to have a PDL-covered medical leave of absence must present certification of the need for a leave of absence along with the leave request form. This certification must be provided within fifteen (15) days of the request unless it is not feasible under the circumstances. Human Resources has forms available for an employee to have completed by their health care provider. Failure to provide certification may result in the employee's leave being delayed, denied, or revoked. Note: We reserve the right to a second or third medical certification at our expense.

3.3.3.5 PDL Leave is Unpaid Leave: Pregnancy-related disability leaves are unpaid. An employee who is granted a pregnancy-related disability leave may elect to use any accrued but unused paid time off benefits (i.e. vacation or sick leave) during the period of the leave. Any portion of a leave that occurs after all paid time off benefits have been exhausted is without pay. Any unpaid or paid portions of this leave policy shall be added together and will not extend the 4-month (17.3 weeks) total leave period limitation allowed under this pregnancy-related disability leave policy. Employees may mutually agree to supplement disability benefits with any other form of paid time off benefits the employee may be entitled to, if state law permits.

3.3.3.6 Health Insurance: PDL is benefit-protected leave. The RTA will continue to pay its customary premium payments for the employee's health insurance benefit for a maximum of four months of PDL, and a maximum of 12 weeks of CFRA child bonding leave. Employees are responsible for their customary personal premium payment for their own or family coverage, including any additional premium due to adding a new child to the employee's family plan. An employee away from work due to PDL leave, and any CFRA child bonding leave that is taken consecutively to PDL, may continue medical insurance coverage while on leave by timely payment of his or her portion of the monthly insurance premium on the same day such payment would be required if payment were made by payroll deduction. Where the need for family leave of absence is foreseeable, the employee will be asked to sign an agreement before the leave of absence begins that:

- Discloses the amount that the employee must remit on a timely basis to retain the coverage; and

- Indicates that the employee understands his or her insurance premium payment obligations.

If the PDL leave is not foreseeable, this agreement must be signed as soon as possible after the leave begins. An employee's failure to pay premiums within thirty days of the due date for such premiums will result in the loss of his or her insurance coverage. If an employee does not return to work at the end of an approved PDL leave, he or she may be required to repay the organization for the insurance premiums it paid.

**3.3.3.7 Health Insurance Continuation – COBRA:** The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) was enacted to ensure that employees and their dependents can continue their health insurance once they are no longer eligible under our health plan.

If you continue your insurance under COBRA, you will pay the full cost of the insurance at our group rates plus an administration fee. When you are eligible for our health insurance plan, you will receive a written notice describing your COBRA rights. This notice contains important information about your rights, strict deadlines to elect continuation coverage, and what to do if you need COBRA so it is important that you read it carefully and maintain it with your insurance documents. If you have any questions regarding COBRA, please contact your Human Resources.

**3.3.3.8 Benefits During Leave:** Employees on a pregnancy-related disability leave do not accrue benefits, including holiday pay, while on unpaid leave. Employees will not accrue vacation and sick pay while on unpaid leave. vacation and sick pay will begin accruing when the employee returns to work.

**3.3.3.9 Lactation Policy:** We will accommodate employees who desire to express breast milk during working hours by providing a reasonable amount of break time to be used for this purpose and provide a room for a mother who desires to express milk in private. In the event that an employee requires additional time, other than the scheduled rest or meal periods, additional unpaid time off will be provided for this purpose.

### **3.3.4 Worker's Compensation**

The RTA carries workers' compensation insurance coverage as required by law to protect employees who are injured on the job. This insurance provides medical, surgical, and hospital treatment in addition to disability payments, as provided by law, for work-related injuries. Compensation payments begin from the first day of an employee's hospitalization or after the third day following injury if an employee is not hospitalized. The cost of this coverage is paid completely by the RTA.

**3.3.4.1 Duty to Report:** If an employee is injured while working, he or she must report it immediately to his or her supervisor, regardless of how minor the injury may appear to

be. Failure to immediately report an on-the-job injury may result in disciplinary action up to and including termination.

3.3.4.2 Limit of Liability: The RTA and its worker's compensation insurance carrier are not liable for the payment of any benefits for an injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity which is not a part of the employee's work-related duties. The workers' compensation insurance carrier determines whether the claim is covered under worker's compensation.

### **3.3.5 Personal Leave of Absence Without Pay (refer to the CBA for those covered)**

A Personal Leave of Absence (LOA) is an unpaid absence of five (5) or more consecutive days. The general intent of the RTA's LOA policy is to provide extended time off for illnesses and other reasonable conditions that prevent an employee from reporting to work. With the exception of FMLA, CFRA and PDL, in no case shall a personal LOA be granted for more than 30 days. An important point to remember about a LOA is that, with certain exceptions such as leaves for military duty or jury duty purposes, the RTA provides no assurances or guarantees that a job will be held open until an employee returns.

3.3.5.1 Request for LOA: The granting of an LOA shall be at the sole discretion of the RTA Executive Director or designee. All requests for LOA shall be in writing and shall include a description of the reason for the request. The advance timing of the request shall follow the protocol required for scheduled use of vacation leave, unless the request is for a medical or emergency purpose.

3.3.5.2 Impact on Health Insurance: Full-time employees who have RTA-funded health and other insurance must make financial arrangements with Human Resources if he or she wishes to maintain insurance coverage during an LOA that extends beyond authorized job protected leave, such as FMLA, CFRA and PDL. . During periods when no wages are earned, a personal premium payment plan can be worked out to keep the insurance coverage in force. Unless special arrangements are made, insurance coverage will be canceled on the last day of any month where there is no income and no personal payment is made.

3.3.5.3 Return to Work: When an employee is on an LOA for greater than 30 days, the employee must complete a retraining regimen approved by the Manager, Safety and Training.

3.3.5.4 Gainful Occupation: An employee, who accepts gainful occupation while on a leave of absence or sick leave, terminates his or her employment with the RTA unless otherwise mutually agreed to between the RTA and the employee.

### **3.3.6 Kin Care**

Under California Labor Code Section 233, Kin Care is a right granted to eligible employees under the California Labor Code. Kin Care authorizes employees to use up to one-half of the sick leave that they accrue annually to take time off to care for a sick family member. Kin Care is a protected leave.

A portion of the employee's current sick leave (up to 50%) may be applied as Kin Care for family care leave for a close family member.

Up to half an employee's annual accrual of sick leave may be used for care of children, siblings, parents (be they natural, adoptive, step, foster of the employee or their current spouse, if the employee is married), and spouse in a 12-month period beginning January 1st and ending December 31<sup>st</sup>.

### **3.3.7 Military Service Leave (USERRA) and California Military & Veterans Code**

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and other federal and state laws provide for certain LOA rights if an employee is called to active duty military service. In accordance with federal and state laws, this leave allows for five years of leave time and reinstatement rights. Under USERRA, employees returning from military service will be placed in the position they would have attained had they remained continuously employed, or a comparable position depending upon the length of military service. This leave is unpaid, but job protected and benefit protected.

Leave may also be available under the California Military & Veterans Code, if an employee is ordered to military service, including temporary military duty ordered for purposes of active military training, inactive duty training, encampment, naval cruises, special exercises, or similar activities. The leave is unpaid, but job protected and benefit protected, with full reinstatement rights. In certain situations, public employees may be eligible for civilian pay, based upon specific eligibility requirements. Employees ordered to active or reserve service should consult Human Resources about eligibility and leave options.

An employee who is a member of the reserve corps of the armed forces, of the National Guard or the Naval Militia and who has one full year of continuous service immediately preceding the leave, and who takes temporary military leave of 180 days or less (including ordered travel time) shall be maintained in his or her position. Upon the employee's return to duty after the prescribed period of temporary leave, the employee shall receive all vacation, sick leave and benefits arising from seniority in the RTA and in the class which he or she would have accrued had he or she not been absent on military leave.

An employee who has satisfactorily completed six months of continuous service immediately prior to taking ordered military leave shall receive payment equal to one-half month's compensation the employee would otherwise have received for the first one-half month of the

military leave and an employee who has one full year of continuous service immediately prior to taking ordered military leave shall receive a payment equal to a full month's salary that would otherwise have been received for the first full month of military leave upon submitting satisfactory evidence of military service.

### **3.3.8 Military Spouse Leave**

The California Military and Veterans Code Section 394.5 applies to employees whose spouses are members of the United States Armed Forces, National Guard or the Reserves, and who have been deployed during a period of military conflict. The RTA will provide any eligible employee under this policy an unpaid leave of absence during their spouse's leave from deployment for up to 10 days. To be eligible for leave under this policy, employees must work an average of at least 20 hours per week. Employees must notify his or her supervisor of the intent to take leave as far in advance as possible, but no later than two business days after receiving official notice that the spouse will be on leave from deployment. The RTA may ask for written documentation certifying that the spouse will be on a qualifying leave from deployment. This leave is unpaid, but an employee may choose to use accrued vacation leave.

### **3.3.9 Rehabilitation Leave**

The RTA is committed to providing assistance to employees to overcome substance abuse problems. The RTA will reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program as defined in the *RTA Drug and Alcohol Policy*. This accommodation may include unpaid time off for up to 30 calendar days, or an adjusted work schedule, provided the accommodation does not impose an undue hardship on business operations. Leave is unpaid but an employee may choose to apply accrued unused vacation and sick time.

In certain circumstances, and with a Health Care Provider's Certification, substance abuse may be a serious health condition under the CFRA. If properly certified and authorized as CFRA leave, an employee must use Sick Leave in accordance with the terms and conditions of CFRA leave described in this Handbook.

### **3.3.10 School Appearance Leave**

Under California Labor Code Section 230.7, employees may need to appear at his or her child's or grandchild's school in connection with disciplinary action by the school. This is an unpaid leave, although employees can choose to use available vacation leave. Documentation from the school noting the date and time of the employee's visit is required.

### **3.3.11 School and Child Care Activities Leave and Child Care Emergencies Leave**

Under California Labor Code Section 230.8, parents, guardians, or grandparents of a child in kindergarten, grades 1-12, or a licensed day care center may wish to take time off without pay to visit his or her child's school or day care center for a school activity. The time off must not be

more than eight hours each calendar month (up to a maximum of 40 hours each calendar year), provided reasonable notice is given for the planned absence.

This is an unpaid leave, and employees can choose to use available vacation leave. For scheduled events, employees should provide reasonable advance notice. In emergencies, the RTA asks that employees provide at least one day notice or call before the beginning of the work day.

Child Care Emergencies Leave is available if an employee's child cannot remain in school or with a child care provider. An employee (parent, step parent, legal guardian or person who stands in loco parentis to a child) may use unpaid time off for a "child care emergency," which is defined as:

- The school or child care provider has requested that the child be picked up or has an attendance policy excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or child care provider;
- Behavior or discipline problems;
- Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; or
- Natural disaster, including but not limited to fire, earthquake, or flood.

All time off for child care emergencies is unpaid. An employee can choose to use accrued unused vacation leave.

### **3.3.12 Volunteer Civil Service / Emergency Responder Leave**

Under California Labor Code Sections 230.3 and 230.4, time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel (an officer, employee, or member of a fire department, fire protection, or firefighting of the federal government, state of California, or other local governments, or other special districts; an officer of a sheriff's department, police department, or private fire department).

A total of 14 days per calendar year, to engage in fire, law enforcement or emergency rescue training is also allowed.

All time off to serve is unpaid. An employee can choose to use accrued unused vacation leave.

### **3.3.13 Volunteer Civil Air Patrol**

Under California Military and Veterans Code 395.10, a volunteer member of the California Wing of the civilian auxiliary of the U.S. Air Force Civil Air Patrol, responding to an emergency operation mission is entitled up to 10 days of leave per year. However, the leave for a single emergency mission cannot exceed 3 days, unless the emergency is extended by the entity in charge of the operation.

All time off to serve is unpaid, and an employee can choose to use accrued unused vacation leave.

### **3.3.14 English Literacy Programs**

If you identify an English literacy challenge, for which you are enrolling in an English literacy course, we will seek to accommodate your work schedule (subject to make-up or alternate work schedules as allowed by law) as long as it does not unduly burden the workplace or RTA operations.

All time off needed for literacy programs is unpaid. Employees, however, may use accrued vacation leave during the period of work missed to attend literacy classes.

### **3.3.15 Domestic Violence, Sexual Assault and Stalking Leave**

Under California Labor Code Section 230, employees who are victims of domestic violence, sexual assault, or stalking are eligible for unpaid leave. Leave may be requested for judicial action, such as obtaining restraining orders, appearing in court to obtain relief to ensure your health, safety, or welfare, or that of your child, or for medical treatment or psychological counseling related to an experience covered by this policy. The RTA will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

This is an unpaid leave, and employees can choose to use available sick leave or vacation leave. Domestic violence, sexual assault and stalking victims' leave for medical treatment or counseling services will run concurrently with FMLA-CFRA, allowing for 12 weeks in a 12-month period, less any previous FMLA-CFRA time taken.

The RTA provides reasonable accommodations, to the extent required by law, for employees under circumstances where domestic violence or stalking requires security measures or time off to obtain resources or services. Reasonable accommodations may include a temporary transfer, modified schedule, changed work telephone or email, installed lock, assistance in documenting domestic violence or stalking that occurs in the workplace or other safety procedures. The RTA will implement reasonable accommodations that do not create an undue hardship. The RTA will also take all necessary and appropriate steps to prevent any form of actual or threatened retaliation against an employee who takes time off or requests other reasonable accommodations under this policy. An employee who believes that reasonable accommodations are required should contact Human Resources.

### **3.3.16 Crime Victims' Leave**

Under California Labor Code Section 230.2, any employee who has been a victim of a serious or violent crime, may take time off work to attend judicial proceedings related to the crime. Such crimes may include any of the following: vehicular manslaughter while intoxicated; felony child abuse likely to produce great bodily harm or a death; assault resulting in the death of a child under eight years of age; felony domestic violence; felony physical abuse of an elder or



dependent adult; felony stalking; solicitation for murder; a serious felony; hit-and-run causing death or injury; felony driving under the influence causing injury; and sexual assault. Judicial proceedings for purposes of this policy also include any court proceeding where the victim's rights are in issue, including a delinquency proceeding involving a post-arrest release decision, plea, sentencing or post-conviction release decision.

Employees may also take time off if an immediate family member, domestic partner or domestic partner's child has been a victim of such crimes and needs to attend judicial proceedings related to the crime. Immediate family member is defined as spouse, child, stepchild, registered domestic partner or child of domestic partner, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

Employees must give Human Resources reasonable advance notice of the need to take time off, unless advance notice is "not feasible." If an unscheduled absence occurs, no adverse action may be taken or threatened if the employee provides a certification to the employer regarding the absence. A certification shall be deemed sufficient if it is one of the following: (1) a police report indicating the employee was a victim of a specified offense; (2) a court order protecting or separating the employee from the perpetrator or other evidence from the court or prosecutor that the employee appeared in court; OR (3) documentation from a health care provider, domestic violence or sexual assault victim's advocate, or other counsel showing that the employee was undergoing treatment related to being a victim of an offense as specified above.

Employees may elect to use accrued paid vacation time, paid sick leave time, or other paid time off for the absence. If the employee does not elect to use paid time off, the absence will be unpaid. However, exempt employees will be paid their full salary for any workweek interrupted by the need for time off under this policy. Unpaid leave for documented purposes under this provision will be authorized and such leave is both job-protected and benefit-protected.

### **3.3.17 Witness Duty** (refer to the CBA for those covered)

If you are summoned to be a witness for the RTA or if we ask you to testify, we will give you time off with pay.

Any regular full-time or regular part-time employee who is required to act as a witness in a non-work related legal proceeding will be required to use vacation or leave without pay to attend court. Employees who need to be a witness in their domestic violence proceeding or as a victim of specified crimes for self or close family will be allowed to use up to 3 days/24 hours of sick leave for this purpose. Documentation may be requested.

If you need time off to be a witness for the RTA or non-work related reasons, show the subpoena, police report, letter from prosecutor, etc. to your immediate supervisor as soon as you receive it. We expect you to report for work whenever you are not needed in court.

### **Section 3.4 Policy Against Retaliation Regarding Leaves**

No employee will be subject to, and the RTA prohibits, any form of discipline or retaliation for reporting in good faith incidents of unlawful discrimination, pursuing any such claim, or cooperating in any way in the investigation of such reports. The RTA does not condone and will not tolerate retaliation against any employee for cooperating in an investigation, for making a truthful complaint of a violation of this policy in good faith, for opposing perceived violations of this policy, or for filing an administrative claim with the California Department of Fair Employment and Housing (DFEH) and/or the Equal Employment Opportunity Commission (EEOC), even if the allegations are not substantiated by the RTA's investigation. Any employee who feels he or she has experienced or witnessed any conduct which he or she believes to be retaliatory in nature, should follow the reporting procedures described above.

RTA will not discriminate against any employee in the following situations:

- a. For taking time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel
- b. For taking time off to serve on a jury or appearing as a witness in court.
- c. An employee who is a victim of domestic violence and/or a victim of sexual assault for taking time off from work to obtain relief or attempt to obtain relief to help ensure his or her health, safety, or welfare, or that of his or her children
- d. For using, or attempting to exercise the right to use sick leave to attend to the illness of a child, parent, spouse, domestic partner, or child of the domestic partner of the employee.
- e. For any other conduct that is protected by public policy.

## ARTICLE 4 EQUAL OPPORTUNITY, DISCRIMINATION AND HARASSMENT

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### **Section 4.1 Policy**

The RTA Board maintains a strong commitment to support equal employment opportunity and to prohibit and prevent discrimination, harassment and retaliation in employment. The RTA sets forth this procedure for reporting, investigating and resolving internal complaints related to discrimination, harassment and retaliation. All covered individuals are encouraged to report, as soon as possible, any conduct that is believed to violate this policy. Such conduct need not rise to the level of a violation of law to violate this policy. Conduct which may lead to discrimination, harassment or retaliation is in violation of this policy and will not be tolerated. Violation of this policy by any officer, employee, agent, or volunteer shall be grounds for discipline or other appropriate sanctions. In support of this policy, all employees of the RTA shall receive discrimination and harassment prevention training upon hire.

#### **4.1.2 American with Disabilities Act (ADA) and Fair Employment and Housing Act (FEHA) Policy**

Reasonable accommodation is available to an employee with a disability when the disability affects the performance of job functions. The RTA makes employment decisions based on the qualifications in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as job assignments, classifications, organizational structures, position descriptions, lines of progression, and seniority lists.

We follow all state or local laws that give more protection to a person with a disability than the ADA gives, including without limitation the California Fair Employment & Housing Act. The RTA will provide reasonable accommodations, where appropriate and necessary, and we have an established process for evaluating requests for accommodations.

The RTA is committed to taking all other actions that are necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and any other applicable federal, state, and local laws.

### **Section 4.2 Equal Employment Opportunity**

The RTA maintains and promotes a policy of equal employment opportunity. The RTA is committed to maintaining a work environment that is merit based, and free from illegal discrimination, which includes harassment and retaliation.

The Board of Directors, its managers, employees, agents, and volunteers will not discriminate against any applicant for employment, employee, intern, volunteer, contractor, subcontractor,

vendor, or client because of age, ancestry, color, creed, marital status, medical condition (cancer or genetic characteristics), national origin, citizenship, physical or mental disability, political affiliation or belief, pregnancy, race, religion, sex, sexual orientation, gender identity or expression, or any other legally protected characteristic or status.

This policy shall apply to all employment actions including, but not limited to: recruitment, testing, hiring, training, promotion, demotion, transfer, layoff, performance evaluation, discipline, salary and benefits administration, terms and conditions of employment, and participation or appointment to all boards and commissions. All employment decisions shall be made on the basis of individual qualifications, bona fide occupational qualifications for the job in question, and the feasibility of any necessary job accommodations.

This policy shall apply to all RTA worksites, and to the conduct of all individuals who interact with RTA employees, including contractors, vendors, suppliers, business partners, visitors that are discriminatory toward RTA employees or creates a hostile, offensive, intimidating or abusive work environment for any RTA employee.

#### **4.2.1 Policy Against Discriminatory Harassment**

It is the policy of the RTA that all employees shall have a working environment free of unlawful discrimination. A businesslike workplace helps to ensure courteous treatment for both employees and the public we serve. Harassment of an applicant or employee by any employee or officer on the basis of age, ancestry, color, creed, marital status, medical condition (cancer or genetic characteristics), national origin, physical or mental disability, political affiliation or belief, pregnancy, race, religion, sex, sexual orientation, gender identity or expression, or any other legally protected status is employee misconduct that constitutes illegal discrimination and is grounds for disciplinary action up to and including termination. The RTA requires that all employees and officers treat the public and other employees with courtesy and respect.

Discriminatory harassment includes unwelcome derogatory comments, physical acts, written or visual insults which are made on the basis of an employee's protected status (race, religion, etc.). In order for the harassing conduct to be considered discriminatory harassment, it must unreasonably interfere with an employee's work performance by creating an intimidating, hostile or offensive working environment.

Because the RTA seeks to prevent any form of illegal harassment, behavior such as unnecessary touching, sexual or discriminatory remarks or joking, which may lead to illegal harassment, will not be tolerated and shall be the basis for immediate and appropriate corrective action, including discipline or termination.

4.2.1.1 Abusive Conduct: In addition to harassment based on a protected characteristic, the RTA prohibits acts of bullying or abusive conduct, whether by words, gestures, written or electronic communications. A safe and civil environment is necessary for employees to achieve the high standards we expect. Demonstration of appropriate

behavior, treating others with civility and respect, and refusing to tolerate harassment and bullying are expected of all employees.

Under California law effective January 1, 2015, abusive conduct is defined as “conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer’s legitimate business interests.”

4.2.1.2 Bullying: In addition to harassment based on a protected characteristic, or membership in a protected class, the RTA prohibits acts of bullying, whether by words, gestures, written or electronic communications. A safe and civil environment is necessary for employees to achieve the high standards we expect. Demonstration of appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment and bullying are expected of all employees. Bullying is repeated, health-harming mistreatment of another employee. Examples of prohibited bullying include, but aren’t limited to: screaming; swearing; name calling; stealing; giving dangerous work assignments; using threatening, intimidating, or cruel behaviors; deliberately humiliating a person; denying advancement; and stealing work credit.

Generally, bullying involves: (1) written, verbal, graphic or physical acts (including electronically transmitted content, such as using the Internet, a cell phone, a personal digital assistant (PDA), or a wireless handheld device); (2) behavior that substantially interferes with work, opportunities, and benefits of one or more employees, sometimes through actual sabotaging of work; (3) behavior that adversely affects an employee’s ability to function at work by placing the employee in reasonable fear of physical harm or by causing emotional distress.

Because bystander support can encourage bullying, the RTA also prohibits both active and passive support for acts of bullying. Employees should either walk away from these acts when they see them or attempt to stop them. In either case, employees should report incidents to a manager or supervisor, or to Human Resources. Those who engage in bullying or retaliation for complaints about bullying will be subject to appropriate discipline up to and including termination of employment.

#### **4.2.2 Policy Against Sexual Harassment**

It is the policy of the RTA that all employees shall have a working environment free of sexual harassment. A businesslike workplace helps to ensure courteous treatment for both employees and the public we serve. Sexual harassment of an applicant or employee by any employee or officer is employee misconduct that constitutes illegal discrimination and is grounds for disciplinary action up to and including termination. The RTA requires that all employees treat the public and other employees with courtesy and respect.

Sexual harassment includes unwelcome sexual overtures by any officer, employee, supervisor or manager, whether written, physical, visual or verbal (may include sexual innuendo, graphic or explicit jokes, suggestive sounds, or stories of a sexual nature), where submission is made a term or condition of employment or the basis of an employment decision. Sexually harassing conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

Some of the basic forms of sexual harassment include:

- a. Unwelcome sexual advances, where submission to the conduct is an explicit or implicit term or condition of employment.
- b. Unwelcome sexual advances, where submission to, or rejection of, the conduct is used as the basis for an employment decision.
- c. The conduct had the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
- d. Sexual harassment includes behavior by women directed at men, by men directed at women, same-sex harassment, and harassment based on sexual orientation.
- e. Under California law, the conduct does not have to be motivated by sexual desire in order to constitute illegal harassment.

Because the RTA seeks to prevent any form of illegal harassment, behavior such as unnecessary touching, sexual or discriminatory remarks or joking, which may lead to illegal harassment, will not be tolerated.

### **Section 4.3    Reporting Discrimination or Harassment**

Any incident of harassment, including work-related harassment by any RTA personnel or any other person, should be reported promptly to the employee's supervisor, Human Resources, or the RTA Executive Director, or to the County of San Luis Obispo Human Resources (which provides third party contractor providing human resource services to the RTA). Supervisors who receive complaints or who observe harassing conduct are required to inform the RTA Executive Director immediately.

The RTA emphasizes that an employee is not required to complain first to his or her supervisor if that supervisor is the individual who is harassing the employee; rather a complaint about the employee's supervisor should be made to the RTA Executive Director, or to the County Human Resources department.

Upon receipt of a complaint, the RTA will conduct a timely investigation to determine the facts and any appropriate corrective action. The investigation is a neutral fact-finding inquiry by a qualified investigator. Should the RTA determine that the individual circumstances require an independent investigator to ensure impartiality, the RTA will take appropriate steps to engage a qualified investigator. All individuals who participate in the investigation, whether as the person

making the complaint, the person(s) whose behavior is being investigated, or individual witnesses will be treated with respect and will be afforded due process.

The RTA will ensure that statements of the complainant, alleged offender and all witnesses are documented thoroughly and that the investigation is conducted in a thorough, objective and neutral manner, and is considerate of the rights and emotions of all the parties involved. After all evidence and information is collected and evaluated, the RTA will reach prompt and reasonable conclusions.

In addition to notifying the RTA about harassment or retaliation complaints, affected employees may also direct their complaints to the DFEH and/or the EEOC, which has the authority to conduct investigations of the facts. Employees can contact the nearest DFEH office at the locations listed on the RTA's DFEH poster or by checking the state government listings in the local telephone directory.

Disciplinary action for a violation of the policies described herein can range from verbal or written warnings up to and including immediate termination, depending upon the circumstances.

This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, imposition of discipline, and social and recreational programs. It is the responsibility of all RTA personnel to conscientiously follow this policy. Any employee having any questions regarding this policy should discuss them with his or her immediate supervisor, the RTA Executive Director, or to the County Human Resources department.

#### **Section 4.4 Policy Against Retaliation**

The RTA prohibits any adverse employment action, including threats of reprisals against those who in good faith report, or supports someone who reports violations of RTA policy or State / Federal law, or engages in other legally protected activity. The RTA further prohibits retaliation against anyone who participates (as witnesses or accused) in investigations into complaints of alleged misconduct. Disciplinary action, up to and including termination, will be taken against an employee or officer who is found to have violated this policy. Any consultant or contractor who violates this policy will be subject to appropriate sanctions. This policy applies to all RTA officers, employees, volunteers, interns, consultants, contractors and vendors, and prohibits retaliation because of any of the protected activity as defined herein.

## ARTICLE 5 RECRUITMENT, SELECTION AND CLASSIFICATION

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### **Section 5.1**    **Policy** (refer to the CBA for those covered)

All employee selections and promotions shall be made according to merit, qualifications, and the job requirements. The policies and procedures outlined below are consistent with policies regarding Equal Opportunity Employment laws as enforced by the Department of Labor.

### **Section 5.2**    **Job Descriptions**

The RTA strives to develop and maintain accurate job descriptions for all job classifications. A job description includes the following sections:

- Job information;
- Job summary (gives a general overview of the job's purpose);
- Essential duties and responsibilities;
- Qualifications (includes education and/or experience, language skills, mathematical skills, reasoning ability, and any certification required);
- Physical demands; and
- Work environment.

The RTA uses job descriptions to identify the requirements of a job, set up the hiring criteria, set standards for employee performance evaluations, and establish a basis for making reasonable accommodations for individuals with disabilities.

In cooperation with the lead supervisor, manager or director of your department, Human Resources will prepare a job description when a new job is created. Human Resources reviews existing job descriptions and update them when a job changes. A job description does not necessarily cover every task or duty that an employee might be assigned; an employee may be assigned additional responsibilities as necessary. If an employee has questions or concerns about his or her job description, the employee should discuss those concerns with his or her immediate supervisor.

### **Section 5.3**    **Recruitment** (refer to the CBA for those covered)

Whenever a position vacancy occurs, it may be filled in one of the following three ways as determined by each department manager:

- **Open/On-going Recruitment** – A competitive process in which all interested persons are eligible to apply for a vacant position.
- **Internal Recruitment** – A competitive process in which only current RTA employees are eligible to apply for a vacant position.



- Direct Appointment – Upon approval of the RTA Board, a position may be filled through direct appointment.

### **5.3.1 Duration of Recruitments**

All open/on-going recruitments must be announced to the general public for a minimum of five (5) work days. All internal recruitments must be announced to RTA employees for a minimum of ten (10) work days. The RTA Executive Director may authorize extending a previously established final filing date.

### **5.3.2 Recruitment Announcement**

All open external recruitments shall, at a minimum, be announced through an online “Employment Opportunities” page and be available to the public upon request. Announcement of all internal recruitments shall be posted on a bulletin board accessible by all RTA employees. The recruitment announcement shall, at a minimum, include the title of the position, the salary range, the minimum qualifications for admission to the recruitment process, and the final filing date.

### **5.3.3 Applications**

Persons interested in employment or promotion with the RTA must submit an application for employment or promotion using the systems and methods included in the recruitment announcement. Applications shall be accepted until 11:59 pm (external) and 4:30 PM (internal) of the final filing date. False information on an application may be considered grounds for removal from the recruitment or, if already employed, may be considered grounds for termination of employment.

### **5.3.4 Minimum Qualifications**

All employees shall meet the minimum qualifications of the position to which they are assigned, and shall possess and maintain licensure as required in the job specifications. Only applicants who meet the minimum qualifications for the job (as described in the job specifications) may compete in the selection process. Applicants who do not meet the minimum qualifications shall be notified as such and shall have five (5) work days from the date of the notice to provide additional information to be considered in the minimum qualifications determination.

### **5.3.5 Employee Referral Program**

Employees who know of someone who is interested in working for the RTA should refer him or her to Human Resources.

For each applicant that an existing RTA employee refers that is hired will receive a monetary reward after the new employee has completed his or her probationary period.

**Section 5.4 Selection** (refer to the CBA for those covered)

Except for a direct appointment approved by the RTA Board, selection and promotion of employees by department managers and Human Resources shall be by a competitive selection process.

**5.4.1 Selection Process**

Applicants that meet the minimum qualifications of the job and are eligible to compete in the selection process shall be considered to be “candidates.” All open recruitments or internal recruitments must include one or more competitive selection elements. These elements may include, but are not limited to: oral interview, competitive application rating, written test, practical performance test, or any other valid and reliable selection method. All selection elements shall be job related and based on merit principles. At the conclusion of the recruitment process, all candidates shall be placed on an eligible list in rank order based on his or her final evaluation, including Veteran’s preference. An eligible list shall remain in effect for no less than six (6) months.

5.4.1.1 Selection Notification: Candidates shall be notified of their results in any element of a selection element in which they participated. Such notification shall, at a minimum, include whether they passed or failed that element of the selection process.

5.4.1.2 Selection Records: Records of a competitive selection shall be maintained for a period of not less than one year. Selection materials are confidential and are not subject to direct review by candidates.

5.4.1.3 Veterans Preference: A candidate who competes in an open recruitment and has a valid Veterans Certificate on file with the San Luis Obispo County Veterans Services office or the U.S. Veterans Administration shall be given preference amongst all other applicants, provided the Veteran can perform the essential duties of the position.

**5.4.2 Interview of Certified Candidates**

Upon establishment of the eligible list and prior to filling a position, the department manager and Human Resources shall at a minimum invite the top three ranked candidates on the eligible list to be interviewed. Subsequent ranks may be invited for an interview, however in no instance may ranks be skipped. Failure of a candidate to respond to an invitation for an interview shall be considered a decline to interview.

### **5.4.3 Background and Reference Checks**

To ensure that individuals who join the RTA meet our standard qualifications and have a strong potential to be productive and successful, it is our policy to check the employment references and criminal background checks of all applicants after a conditional offer of employment is provided. For some positions, such as management, or positions requiring access to financial, confidential data or other positions of trust, the RTA also requires a credit check in accordance with the applicable federal and state standards.

In addition to checking references of applicants, we will respond in writing only to those reference check inquiries that are submitted in writing on former employees. Responses to such inquiries will be limited to factual information that can be substantiated by our records. The RTA will only provide dates of employment, title and rehire status without written consent. Wage information will be provided upon written authorization and release signed by the individual who is the subject of the inquiry.

### **5.4.4 Licensing**

The following provides a summary of licensing and medical certification required for the Bus Operator position and other RTA positions that control the movement of an RTA revenue vehicle:

5.4.4.1 DMV License: It is the employee's responsibility to cover the costs of obtaining a Commercial Driver's License (CDL) and any renewals.

5.4.4.2 Medical Certificate for Safety Sensitive Position for New Hires: the RTA will provide to each candidate with a list of authorized examining doctors that will complete the US DOT required physical examination at no cost to the employee.

5.4.4.3 Medical Certificate for Existing Employees: the RTA shall post a list of employees who are due to renew their medical certificate on the first day of each month. If the employee chooses to use a doctor that is not on the RTA-provided list, the employee will be solely responsible for the costs of the physical examination.

5.4.4.4 Unpaid Time to Obtain/Maintain Licensing: Candidates for new safety sensitive positions and existing employees shall obtain or maintain commercial driver's licenses and/or medical certificates on their own time, with the exception of RTA-provided Verification of Transit Training paid time. In no case shall the RTA be liable for pay or other benefits while the candidate or employee is conducting such off-site licensing business.

## **Section 5.5 Recruitment and Selection Services**

The RTA may contract with third party providers of recruitment and selection services. The third party service provider shall have broad discretion in interpretation of RTA policies related to recruitment and selection in order to ensure adherence to merit principles and equal opportunity in employment. The provisions of this article shall be interpreted to allow for conformance with the third-party systems and processes. Applicants and candidates shall use the systems and comply with the requirements of the third party service provider authorized by the RTA Board.

## **Section 5.6 Classification**

The RTA shall prepare and maintain written job specifications for each classification approved by the RTA Board. All positions shall be assigned to an approved classification. See Appendix B for details on RTA job classifications.

### **5.6.1 Approval of Job Specifications**

Job Specifications for newly created classifications or revisions to job specifications for existing classifications must be submitted to and approved by the RTA Board.

### **5.6.2 Upward Reclassification of Positions (refer to the CBA for those covered)**

At the sole discretion of the RTA Executive Director, a position that has been assigned to a classification series may be reassigned to a higher level classification within that series. Such reassignment of classification is known as a career series promotion. A career series promotion is a non-competitive promotion.

## ARTICLE 6 EMPLOYEE PERFORMANCE EVALUATION

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### **Section 6.1**    **Background and Scope** (refer to the CBA for those covered)

The RTA Executive Director shall establish, implement and maintain an effective system for periodic evaluation of the performance and conduct of employees at the RTA. The objective of this system shall be to record the performance of employees during the past evaluation period, assist supervisors and their employees in measuring progress toward work goals, identify employee development needs and establish a basis for personnel decisions.

### **Section 6.2**    **Evaluation Procedure** (refer to the CBA for those covered)

In accordance with RTA procedures and on forms approved by the RTA Executive Director, managers/supervisors shall evaluate, record and report the performance of their direct-report employees. Performance evaluations shall be one of the following:

- a. **Regular Evaluation**: Employees shall receive an annual performance evaluation in July of each year, unless hired in the three months prior.
- b. **Special Evaluation/Performance Improvement Plan**: The RTA Executive Director may, at his or her discretion, issue a special evaluation. All special evaluations shall be created and administered in accordance with the provisions of this Rule.

Each evaluation shall be discussed with the employee by their supervisor and the employee shall be given a copy of the evaluation report following the discussion. The employee shall sign the report last as an acknowledgement that the report was discussed with him/her. The employee shall have the right to review the performance evaluation report with the RTA Executive Director or designated representative. The evaluation report shall be maintained in the employee's official personnel record.

Our objectives are to:

- a. Motivate and guide employees toward improved work performance, professional growth and development by discussing significant strengths and areas needing improvement in a positive, constructive manner.
- b. To promote communication between you and your supervisor to work-related matters.
- c. To provide a uniform process for supervisors to assess employee performance in relation to performance requirements. Additionally, supervisors can use performance appraisals to recommend merit increases. Therefore, no employee should expect to receive a salary increase based solely on the passage of time.
- d. To provide a method of evaluating employee suitability for continuation of employment, job transfers and/or promotions.
- e. To provide a record of employee progress.

This program is not a guarantee of advancement. The RTA Board of Directors and economic forces affecting the budget are the ultimate consideration regarding salaries.

## ARTICLE 7 PERSONAL CONDUCT

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### **Section 7.1**    **Personal Conduct** (refer to the CBA for those covered)

The orderly and efficient operation of RTA facilities and work sites requires that all employees maintain certain standards of job performance and good conduct. When performance or conduct do not meet RTA standards, the RTA will endeavor when it deems appropriate to provide all employees a reasonable opportunity to correct the deficiency. If, however, you fail to make the correction, you will be subject to discipline, including termination of employment.

### **Section 7.2**    **Job Performance** (refer to the CBA for those covered)

All RTA employees are expected to observe professional standards of job performance and conduct in support of the mission and vision of the RTA, and to show courtesy and respect to co-workers and the public we serve.

When performance or conduct does not meet the standards and expectations of RTA, employees should be given an opportunity, when appropriate, to correct the deficiency. If, however, the employee fails to make the correction, he or she will be subject to discipline.

It is not possible to provide employees a complete list of every possible type of action which may result in discipline or termination. Management reserves the right to establish standards of conduct as it deems necessary. However, in order to provide employees some guidance concerning unacceptable behavior, the following are considered impermissible. Employees who engage in misconduct or whose performance is unsatisfactory may be subject to disciplinary action, up to and possibly including termination. The list below is intended simply to provide some examples of disciplinary offenses.

Employees may be disciplined up to and including termination for poor performance including, but not limited to, the following:

1. Below-average work quality or quantity as set forth in job description and compensation plan, or as determined by executive or division managers.
2. Poor attitude (for example, discourtesy, rudeness or lack of cooperation) or failure to follow the instructions of a supervisor or manager.
3. Excessive absenteeism, tardiness or abuse of break and lunch privileges.
4. A demonstrated pattern of erratic or poor attendance that is not part of an authorized leave of absence or other reasonable accommodation established by the RTA.
5. Failure to follow instructions or RTA procedures.
6. Failure to follow established safety regulations, policies, procedures or hazard communication training.

7. Reporting to work or attempting to work when physically or mentally unfit for reasons such as: illness, injury, lack of sleep, influence of stimulants, depressants, liquor or drugs, emotional strain or other unfit condition.
8. Creating or contributing to unhealthful, unsanitary or unsafe conditions, including littering, graffiti or failure to properly dispose of debris, expired food items or other trash in proper areas.
9. Loafing, wasting time or sleeping during working hours.
10. Failure to meet a reasonable measure of efficiency or to follow business-related instructions from a manager or supervisor.
11. Failure to be at work position at start of shift or end of lunch period and/or failure to remain at work position up to start of lunch period or end of shift.
12. Repeated refusal of overtime work assignments without satisfactory reasons or authorized reasonable accommodations.
13. Inattention, carelessness or negligence (willful or otherwise) which causes or could cause injury to other employees or damage to RTA property.
14. Horseplay or mischief which endangers the safety of others or creates the possibility of damage to RTA property.
15. Repetitive violation of industrial safety rules and/or regulations.

**Section 7.3 Misconduct That May Result in Discipline up to and Including Termination**  
(refer to the CBA for those covered)

1. Theft, abuse or defacing of any property belonging to the RTA or fellow workers, including stealing from customers' property.
2. Falsification or forgery of or making a material omission on forms, records, or reports, including time cards, applications for employment, customer records or checks, entertainment receipts, or RTA credit cards.
3. Lying to any supervisor or manager or submitting false or misleading documentation to support any requested benefit, including use of sick leave or other leaves of absence.
4. Actual or threatened physical violence towards another employee or subcontractor of the RTA.
5. Possessing or bringing firearms, knives, weapons, or chemicals on or to RTA property.
6. Insubordination, refusing to follow a supervisor's directions, or other disrespectful conduct to a supervisor.
7. Use of abusive language, verbal or visual, to any other person on RTA premises. Loud screaming, laughing or disruptive behavior.
8. Destroying or damaging property, records or other materials owned or leased by the RTA or any employee or subcontractor performing work pursuant to an agreement with the RTA.
9. Violating safety or health rules or practices or engaging in conduct that creates a safety or health hazard.



10. Using, possessing, distributing, selling or being under the influence of alcohol or unlawful drugs while on duty, while on RTA's property or customer premises, or while operating an RTA owned or leased vehicle.
11. Sexual harassment or other unlawful harassment bullying or abusive conducted directed toward another employee.
12. Misappropriation or theft of the RTA's funds, including unauthorized use of RTA funds, RTA credit cards and charge accounts for personal use.
13. Copying of any confidential information or records for known or unknown use by others outside the RTA.
14. Bringing to work or displaying any writings, posters, pictures or literature on RTA premises unless authorized in writing by management.
15. Solicitation to customers or other employees for sale of products including cosmetics, kitchenware or other items during business hours. Employees are urged to limit this type of activity to after hours.
16. Violation of RTA policies including breaches of security or trade secret disclosure.
17. Tampering with or in any way falsifying a document or record submitted to the RTA to support any request for benefits, including sick leave, other leaves of absence, or compensation.
18. Tampering with, destroying or in any way falsifying an RTA business record.
19. Any behavior that brings discredit to the RTA.
20. Absence of two or more days without authorization.
21. Failure to pass a drug test administered pursuant to the established RTA drug testing policy.
22. Punching another employee's time card.

#### **Section 7.4 Investigation of Employees for Misconduct**

The RTA may occasionally find it necessary to investigate employees, where behavior or other relevant circumstances raise questions concerning work performance, reliability, honesty, trustworthiness, or potential threat to the safety of coworkers or others. Employee investigations may, where appropriate, include credit reports and investigations of criminal records (including appropriate inquiries about any arrest for a crime of dishonesty, theft, drugs or violence) and for which the employee is out on bail or awaiting trial. Employees subject to an investigation are required to cooperate with the RTA's lawful efforts to obtain relevant information.

The purpose of the investigation is to discover the underlying reasons for the problem so that management can take corrective action. Investigations are a tool for management to use in analyzing the reasons for problems or gathering data to make management decisions.

##### **7.4.1 Reports or Complaints of Misconduct:**

The RTA will also investigate any possible fraudulent or dishonest use or misuse of RTA resources or property by management or employees, or other misconduct. Anyone found to

have engaged in a fraudulent or dishonest conduct is subject to disciplinary action by the RTA up to and including termination of employment. The RTA also may pursue civil or criminal prosecution when warranted.

#### **7.4.2 Policy Against Retaliation for Reporting:**

The RTA will not retaliate against any employee who makes a report or complaint in good faith, believing the allegations to be true, whether or not the ultimate investigation substantiates the perceived misconduct.

#### **7.4.3 Duties of Employees Participating in Investigations:**

Any employee who participates in an official RTA investigation, whether as reporting/complaining party or as independent witness, is required to provide truthful, good faith information that is within your personal knowledge. Violations of this policy may result in discipline, up to and including termination. Providing false information, when substantiated, will result in automatic termination.

#### **7.4.4 Policy Against Baseless Allegations:**

Any employee who makes allegations with reckless disregard for their truth or falsity, as determined by a neutral investigation, may be subject to disciplinary action and /or legal claims by individuals accused of misconduct.

#### **7.4.5 Compliance with Policies and Procedures**

RTA employees shall be in compliance with all rules, regulations, policies and procedures, orders, bulletins, and instructions provided by the RTA. Ignorance on the aforementioned will not be accepted as a valid reason for failing to comply.

### **Section 7.5 Notice of Change in Employment Status**

When there is a change of employment status, whether termination, leave of absence, or switching from an employee to independent contractor relationship, the RTA will provide you with a written notice on RTA letterhead providing (a) your name, (b) the type of change in employment status, and (c) the effective date of the change. The RTA is not required to specify the reason for the employment status change.

If the change in status is because the RTA has terminated, laid off, or placed an employee on a leave of absence, then the RTA shall provide to the employee a copy of the Employment Development Department pamphlet DE 2320, "For Your Benefit, California's Program for the Unemployed".

**Section 7.6 Exit Interview**

Upon separation from the RTA, every employee will be asked to participate in an exit interview. This gives both the employee and the RTA an opportunity to discuss the reasons the employee is leaving and the employment relationship. Management is always anxious to receive constructive comments on its business operations and the satisfaction of employees. The exit interview provides this opportunity.

## EMPLOYEE ACKNOWLEDGEMENT

I have received my copy of the RTA Employee Policies and Procedures Handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures including the Harassment Policy contained in the Handbook.

I understand that, any and all policies or practices can be changed at any time by the RTA. The RTA reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the RTA Executive Director, no manager, supervisor, or representative of the RTA has the authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the RTA Executive Director has the authority to make any such agreement and then only in writing, signed by the RTA Executive Director.

I understand and agree that nothing in the Handbook creates or is intended to create a promise or representation of continued employment and that employment at the RTA is employment at-will: employment may be terminated at the will of either the RTA or myself. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the RTA and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with the RTA.

Any information that I learn about the RTA or its representatives as a result of working for the RTA that is not otherwise publicly available constitutes confidential information. I may not disclose confidential information to anyone who is not employed by the RTA or to other persons employed by the RTA who do not need to know such information to assist in rendering services. The disclosure, distribution, electronic transmission or copying of the RTA's confidential information is prohibited. Any employee who discloses confidential RTA information will be subject to disciplinary action (including possible termination), even if he or she does not actually benefit from the disclosure of such information. I understand the above policy and pledge not to disclose confidential information.

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date



## San Luis Obispo Regional Transit Authority

### Executive Committee Meeting

Draft Minutes 2/14/2018

C-1

Members Present: Lynn Compton, Past President  
Tom O'Malley, President

Members Absent: Dan Rivoire, Vice President

Staff Present: Geoff Straw, Executive Director  
Tania Arnold, Deputy Director and CFO  
Shelby Walker, Administrative Assistant  
Tim McNulty, County Counsel

Also Present: Pete Rodgers, SLOCOG  
Eric Greening

**1. Call to Order and Roll Call:**

**President Tom O'Malley** called the meeting to order at 10:03 a.m. Silent Roll Call was taken and a quorum was present.

**2. Public Comments:**

**Mr. Eric Greening**, stated the unmet transit needs request should be submitted today. He mentioned that the bus operators should have access to restroom facilities in the county or city buildings so they do not have to use local company restrooms, for example at restaurants or coffee shops. **President O'Malley** stated he agreed with **Mr. Greening** and said we should follow up on the issue.

**3. Information Items:**

A-1 Executive Director's Report

**Mr. Straw** stated the Paso Robles bus parking yard construction project officially broke ground on November 6, 2017, and paving should be completed by February 12th. Installation of the

modular office unit is slated for completion by the end of February. A detailed mitigations report will be provided at the March 2018 Board meeting. President O'Malley asked if there will be a ribbon cutting at the yard. Mr. Straw stated that there will be no ribbon cutting but the Employee of the Quarter BBQ will be held there in April.

Staff has sent a draft revised RTA Joint Powers Agreement to each City Manager and officials at the County for review and comment. In essence, a new South County Transit Committee would be established in the JPA, and its primary role would be to deliberate over service levels and budget for services provided exclusively within the Arroyo Grande – Grover Beach Urbanized Area. In addition, South County Transit would be abolished as a separate agency, and all assets/liabilities would be transferred to the RTA. All comments from the City Managers will be incorporated into a final draft RTA JPA, which will be presented at the March Board meeting and subsequently presented to each JPA jurisdiction's legislative body.

The Employee of the Quarter event was held in conjunction with an annual dinner on January 21st at the Pismo Beach Moose Lodge. RTA Bus Operator Ms. Michelle Whitten was selected as employee of the quarter, and RTA Supervisor Mr. Mike Buehre was selected for an Outstanding Achievement award. Also acknowledged was Mr. Rod Gill, long time RTA Bus Operator, who retired in January 2018 after 14 years with the RTA and predecessor contractors. Michelle and Rod will attend at the March RTA Board meeting.

Staff has not received any recommended changes to the draft Strategic Business Plan that was presented at the January 2018 Board meeting and distributed to each City Manager and County Public Works. As such, we will present the plan for final adoption at the March 2018 RTA Board Meeting.

In order to ensure a quorum for Action and Consent agenda items, staff moved onto those items and returned to item A-1.

#### **4. Action Items**

##### **B-1 FY18-19 Budget Assumptions**

**Ms. Tania Arnold** stated that RTA is 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 key thing will be the SoCo Transit consolidation. The consolidation would have both positive and negative financial impacts on the budget.

**Ms. Arnold** concluded her report.

**Mr. Greening** asked if there a more detailed report on the financial impacts of the SoCo Transit consolidation. **Ms. Arnold** stated that we did discuss it related to the management contract that RTA has for services provided to SoCo Transit.

**President O'Malley** moved approval of action item B-1 and seconded by **Board Member Compton**. The motion carried on a voice vote.

5. Consent Agenda Items

C-1 Executive Committee Meeting Minutes of December 13, 2017

**President O'Malley** moved approval of consent agenda and seconded by **Board Member Compton**. The motion carried on a voice vote.

**Board Member Compton** left at 10:12 a.m.

Continued A-1

**Mr. Straw** continued by stating that staff is finalizing the RTA Bus Garage Design and Engineering grant and procurement documents. We anticipate completing the FTA grant process in spring, and advertising the procurement in late-spring/early-summer. The procurement will include a financial planning element and development of a transportation electrification readiness plan. This design/engineering project is being funded with FTA Section 5307 funds, with local match provided by the new SB-1 funds. **Ms. Arnold** stated that she has been talking to Gold Coast Transit about how they did certificates of participation instead of bonds. Also have been talking with local banks about financing options for construction.

**Mr. Straw** discussed the Clean Innovative Bus Program for the zero emissions buses. He stated that it is something that we will have to look into in the future when building our new facility and purchasing vehicles. He stated that Governor Brown released his proposed FY18-19 budget. The FY18-19 Governor's Budget represent the first full year of new revenues from SB-1. Transit and intercity rail will receive \$7.6 billion in additional funding, and local governments will have access to \$1 billion for active transportation projects. RTA staff will work with our SLOCOG partners to optimize the use of these new funds, including vital bus replacement and facility construction projects. The STA piece of the that, which is from the sales tax on diesel fuel, will bring in over \$70 million statewide. He then went over the table on A-1-5.

In terms of overall non-capital expenses, we are slightly below budget. RTA core fixed-route ridership totaled down 5.0%. Runabout ridership is down 10.5% lower than the total from the first six months of the previous year. **Ms. Arnold** stated that for Runabout, staff budgeted for a decrease due to the transition of Tri-Counties Regional Center riders.

**Mr. Straw** concluded his report.


President O'Malley mentioned that he has been hearing about the restroom issues for the bus operators. Mr. Straw stated that it is something that staff is working on. Further discussion ensued about possible solutions.

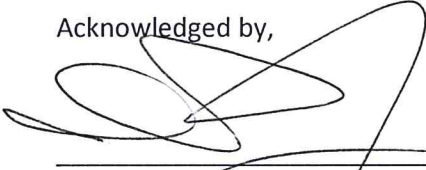
6. **Agenda Review:**

Mr. Straw reviewed RTA Board Agenda items for the March 7, 2018 meeting. He stated that there may be some items added and that item B-2 would be moved to the consent agenda. Board Member O'Malley suggested moving the video camera policy to the action agenda so the Board may discuss it in a little more detail at the meeting.

7. **Adjournment:** President O'Malley adjourned RTA Executive Committee meeting at 10:47 a.m.

Respectfully Submitted,

  
\_\_\_\_\_  
Shelby Walker  
Administrative Assistant

Acknowledged by,  
  
\_\_\_\_\_  
Tom O'Malley  
RTA President 2018



**DRAFT**  
**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**  
**MINUTES OF MAY 2, 2018**  
**C-2**

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**BOARD MEMBERS PRESENT:**

DEBBIE ARNOLD, FIFTH DISTRICT, COUNTY OF SAN LUIS OBISPO  
TIM BROWN, CITY OF ARROYO GRANDE  
BRUCE GIBSON, SECOND DISTRICT, COUNTY OF SAN LUIS OBISPO  
JOHN HEADDING, CITY OF MORRO BAY  
ADAM HILL, THIRD DISTRICT, COUNTY OF SAN LUIS OBISPO  
TOM O'MALLEY, CITY OF ATASCADERO (President)  
JOHN PESCHONG, FIRST DISTRICT, COUNTY OF SAN LUIS OBISPO (left at 10:01 a.m.)  
DAN RIVOIRE, CITY OF SAN LUIS OBISPO (Vice President)  
JOHN SHOALS, CITY OF GROVER BEACH  
FRED STRONG, CITY OF PASO ROBLES  
ED WAAGE, CITY OF PISMO BEACH

**BOARD MEMBERS ABSENT:**

LYNN COMPTON, FOURTH DISTRICT, COUNTY OF SAN LUIS OBISPO (Past President)

**STAFF PRESENT:**

GEOFF STRAW, EXECUTIVE DIRECTOR  
TANIA ARNOLD, DEPUTY DIRECTOR & CFO  
TIM MCNULTY, SAN LUIS OBISPO COUNTY COUNSEL  
SHELBY WALKER, ADMINISTRATIVE ASSISTANT  
MARY GARDNER, MARKETING & COMMUNITY RELATIONS MANAGER  
OMAR MCPHERSON, GRANTS MANAGER  
TRENA WILSON, FINANCE ADMINISTRATIVE ASSISTANT

**CALL TO ORDER AND ROLL CALL:** **President Tom O'Malley** called the RTA meeting to order at 8:31 a.m.  
A roll call was taken and a quorum was present.

**Public Comments:** **Mr. Eric Greening**, Atascadero, stated that he continues to be happy with the service and for those who provide the service. He is very happy that the public restroom issue is on its way to being resolved. Since the ITS system calls out the stops, the bus operators seem a little nervous to use the microphone to pass information to the riders. It is important that they get out the information that is necessary.

## **A. INFORMATION AGENDA:**

**A-1** Executive Director's Report: **Mr. Geoff Straw** stated the Paso Robles bus parking yard in-ground construction is completed and the final electrical connection by PG&E remains as the only unfinished element. A construction-related mitigations close-out report will be provided at the July 2018 Board meeting, as required in the Mitigated Negative Declaration determination report adopted at the September 14, 2016 RTA Board meeting. He mentioned that **Mr. Will James** is the Employee of the Quarter; he is a bus operator for SoCo Transit and has an amazing safety record.

**Mr. Straw** continued his report by providing an update on the Government Center passenger facility. Staff separated the design & engineering RFP from the construction RFP. We received two proposals and they are currently being reviewed. Expect the design work to be done by the end of August with the final project hopefully done by the end of fall.

There has been some recent personnel changes at RTA. In order to address on-going Bus Operator recruitment and training challenges, we eliminated the Special Projects Coordinator position in late-April and redirected those budgeted financial resources to bolster our training program. Please welcome long-time RTA supervisor **Mr. Luke Houston** as the new full-time RTA Transit Trainer, who was selected from a great slate of four internal candidates. On a sadder note, supervisor **Mr. Mark Diamond** gave a month notice that he is leaving our company. Due to the departure of **Mr. Diamond** and **Mr. Houston's** promotion, two vacancies opened up in the supervisor ranks. Join me in welcoming **Ms. Grace Griego** and **Mr. Nick Skochko** as new supervisors, they will assume their new positions on May 6th. A Bus Operator training class of two trainees began on April 11th, with graduation slated for May 18th, we will still have five unfilled Bus Operator openings at the RTA and one at SoCo Transit.

Staff has been working with County officials for bus operator use of library restrooms during late evening/weekend hours. This will also provide extra set of eyes on facility. This is on the consent agenda.

Staff has finalized the RTA Bus Garage Design and Engineering procurement documents. We anticipate completing the FTA grant process in early May, and advertising the Request for Qualifications document in late-spring/early-summer. This design/engineering project is being funded with FTA Section 5307 funds, with local match provided by the new SB-1 funds.

We released a new television commercial in late-March that features RTA, SoCo Transit and Paso Express services. It is currently showing on Charter Cable stations in both English and Spanish, and on KSBY. Staff has also posted a new How to Read a Bus Schedule animation on our website. Staff would appreciate any feedback from Board members and jurisdiction staff on this new animation as well as the existing video accessible from our website.

The County-funded Avila-Pismo Beach Trolley began seasonal operations on April 6th. This year's Beach Trolley route is slightly revised, and includes new service to Avila Village at the Avila Bay Athletic Club. Staff wishes to thank Supervisor Adam Hill for sponsoring the Beach Trolley using a portion of his office's Community Funds to supplement fare revenues. We also wish to thank the Avila Foundation for its continued financial support and planning/marketing assistance.

Unfortunately, our FTA Section 5339 grant proposal for our planned bus garage facility was not selected for funding. I believe that our grant application was ranked relatively low because our NEPA/CEQA documents were not fully cleared when our proposal was submitted in August 2017. He stated that staff is hopeful we will have a better chance in the next round.

In response to staff's request, the SLOCOG Board recently reduced the farebox recovery ratio requirement in the Arroyo Grande – Grover Beach Urbanized Area from 20% to 15% pending SoCo Transit's planned consolidation into the RTA. In addition, SLOCOG slightly altered the formula used to calculate the RTA's blended urban/rural farebox; it now uses route miles instead of service hours. The FRR requirement was also lowered in the Paso Robles – Atascadero Urbanized Area to the State-allowed 15%. All of these changes have a five-year limit so that SLOCOG staff can evaluate the impacts over time.

Staff continues to engage California Air Resources Board and SLO Air Pollution Control District staff members in discussions on the proposed draft Innovative Clean Transit regulation, which requires the purchase of zero-emission buses. Because we operate fewer than 100 buses, RTA would not be subject to the initial 2020 or 2022 mandates. However, the third phase in 2026 requires 75% of all new bus purchases must be zero-emission, and the 2029 requirement is that 100% of all new bus purchases be zero-emission. This aggressive plan would have a profound impacts on capital infrastructure costs and operations. We will continue to work with our partners at the California Transit Association and CalACT to ensure the ARB understands staff's grave concerns about this unfunded mandate. Two of the California Transit Association's sponsored bills address staff's concerns, AB-3201 and AB-1434.

In terms of overall non-capital expenses, we are slightly below budget – 68.4% of budget through 75% of the fiscal year. RTA core fixed-route ridership has declined 6.1%. Year to date ridership on the Route 9 is up 10.4% on Saturdays and 3.6% on Sundays. He discussed the decrease of each route.

A January 2018 UCLA study was completed for the Southern California Association of Governments concluded that increasing car ownership over the past ten years is emerging as a larger contributor to transit ridership declines. This was found most significant among low-income households that had traditionally supplied the most frequent transit users. The authors also concluded that fuel prices, service levels and Lyft and Uber do not have the impacts on ridership than had previously been assumed.

Runabout ridership is 7.8% lower than the total from the first nine months of the previous year. The majority of this decline is due to the change in TCRC clients' ridership. However, Runabout has experienced a recent uptick in the months of February and March 2018. Staff will continue to monitor Runabout ridership to determine if this is an emerging trend.

**Mr. Straw** concluded his report.

**President O'Malley** opened Board and public comment.

**President O'Malley** thanked the County for working with RTA on a finding a solution for the bathroom issue. He also thanked **Mr. Greening** for bringing it to the attention of the Board.

**Board Member John Headding** asked if the Lyft and Uber trends impact us here in the SLO County. **Mr. Straw** stated it has not really impacted us, it has been more impactful on larger cities.

**President O'Malley** closed Board and public comment.

**A-2** Update on New Employee Handbook: **Mr. Straw** stated that the previous RTA Employee Handbook was published in 1994, although written policies and procedures have been issued in the intervening years. RTA worked with our cohorts at other transit agencies and at RTA jurisdictions to update our documents into a consolidated new draft Employee Handbook. Staff has provided the draft to each of the City Managers along with County Human Resources. Staff is providing this as an information item today, with feedback and revisions planned for consideration at the July 11, 2018 RTA Board meeting. The document has been made available online under Agency Reports on the RTA website. Copies can also be requested by calling the RTA Administrative Office.

**Mr. Straw** concluded his report.

**President O'Malley** opened Board and public comment.

**President O'Malley** closed Board and public comment.

**A-3** Consolidation Update: Following direction from the RTA Board at its March 7th meeting and the SoCo Transit Board at its March 21st meeting, staff has continued efforts to solicit input on the planned consolidation and to implement the twelve items included in the RTA's March 7th action item. This is an update on public outreach efforts, as well as details on the "mock" combined SoCo Transit and RTA budget.

Staff has presented at or is scheduled to present at the three cities that are included in both JPAs: Arroyo Grande, Grover Beach and Pismo Beach. Following input from those three cities, staff will make presentations to the other four cities in the RTA JPA: Atascadero, Morro Bay, Paso Robles and San Luis Obispo. In the presentations, staff has been presenting the reasons why the SoCo Transit JPA would be abolished and all SoCo Transit decisions would subsequently be made by those RTA Board members who represent the Five Cities Area jurisdictions. In addition, four questions are being posed.

Because the January 1, 2019 effective date for consolidation would occur after the July 1st fiscal year beginning, separate budgets will have to be adopted for the RTA and for SoCo Transit services for FY18-19. Once the restated/amended RTA JPA is adopted, and the resolutions abolishing the SoCo Transit JPA are adopted, staff will bring a consolidated FY18-19 budget first to the new South County Transit Committee and then the full RTA Board for consideration. In the meantime, staff has developed a "mock budget" that depicts the first-year annualized impact of consolidation as if the consolidation was effective on July 1, 2018. The far-most right column depicts SoCo Transit services in relation to the other three services already operated by the RTA.

**Mr. Straw** concluded his report.

**President O'Malley** opened Board and public comment.

**President O'Malley** closed Board and public comment.

**A-4** Ride-On presentation on Travel Management Coordination Center project: **Mr. Straw** stated RTA's role on this project is the Grantee. Staff worked with our partners on this project, primarily **Mr. Todd Allen** and **Mr. Mark Shaffer**. He stated they will be doing the presentation.

**Mr. Allen** stated he is happy to present the Mobility Services for All Americans (MSAA) project. He gave a brief overview of the project. The main reason for the project sought out to leverage technology to help people get around and get real-time information about services that can be provided. The community got into the process as well. There was over twenty different partners that were involved. He thanked all of those that have been involved. There were a number of different surveys that were done in order to get customer input. We also met with a number of different organizations to get input.

This project is broken down into three phases. Phase One is the initial Travel Management Coordination Center (TMCC) implementation, Phase Two is the interim implementation, and Phase Three is the full TMCC implementation. He then said that **Mr. Shaffer** will be presenting the information about what TMCC really is.

**Mr. Shaffer** stated that TMCC helps customers understand what transportation is available to them and also send rides to other transportation services. People are calling a lot of different places to find rides. This gives an option of people in person, telephone, website, or mobile app to find rides from multiple providers in one location. Each customer would have their own profile in order to see what services are available to them and also reserve rides. There will also be a provider portal that would be agency-to-agency.

The overall vision is to have all the partners to continue to work on the TMCC. He then went over the next steps of the project and concluded his report.

**Mr. Straw** stated that he wanted to mention that the Board is responsible for accepting the project. Staff needs to look further into a cost benefit analysis in order to make sure it is feasible. Those will be coming back at later Board meetings. The full report is available on the Ride-On website.

**Mr. Shaffer** stated that we may not get to Phase 3 but there will be improvements on our system in Phase 1 and 2.

**President O'Malley** opened Board and public comment.

**Mr. Pete Rodgers**, SLOCOG, we are the third leg of this project and appreciate being partners. The 511 program is the initial portal people go through. We support this project and the future phases as long as there is outside funding for those phases. We agree with the guidelines.

**President O'Malley** asked if the stakeholder groups will be inclusive to meet the goals. **Mr. Rodgers** yes, the way it is set up now in the feasibility study. **Mr. Shaffer** stated the 511 would be the lead but there is a 211 software that is available and will be low cost and SLOCOG would be the lead agency and see if it is something they want to pursue.

**Board Member Strong** asked for the website information for the full report. **Mr. Shaffer** stated the website and where the link is available.

**Board Member Debbie Arnold** thanked all those involved and it was great information.

**Board Member John Shoals** stated it is nice to see a collaboration of SLOCOG, RTA, and Ride-On on the information.

**President O'Malley** closed Board and public comment.

**B. ACTION AGENDA:**

**B-1** Fiscal Year 2018-19 Operating and Capital Budget: **Ms. Tania Arnold** stated she is pleased to present the RTA Operating and Capital Budget for fiscal year 2018/19. The budget is balanced. Also included is fiscal year 2019/20 advisory operating budget and fiscal year 2019/20 – 2022/23 advisory capital budget. She read the RTA mission statement.

For RTA core services this budget includes the same service levels as currently operated with the exception of a new tripper service between Cayucos and the Morro Bay High School campus. Route 14 service will continue to operate during peak academic year travel periods between downtown San Luis Obispo and the main Cuesta College campus. The Route 15 service along the North Coast will continue to operate as a deviated fixed route service.

For Runabout, the hours and miles have declined as a result of a coordinated effort between Tri-Counties Regional Center, Ride-On and RTA that was implemented in February 2017. As part of the fare increase implemented on December 31, 2017, the premium fare charged will be monitored.

General items to note moving forward include items such as the reserve policy. Staff will be drafting a proposed amendment for the Board to review during the coming fiscal year to address the self-insured retention requirement.

As in the past, separate columns are presented for the services agreements for the City of Paso Robles (Paso Express and Paso Dial-A-Ride) and County of San Luis Obispo (SLOCAT).

There are several significant assumptions regarding funding. LTF has traditionally been used to fund operations, but can be used for capital projects as well. STA can be used for capital projects and operating, although there are limitation on the amount that can be used for operating. STA funding is significantly higher than prior years due to SB-1. These funds are being allocated to operating and capital, which is a significant shift for RTA, which had traditionally used STA funds for capital only.

With regarding to revenue, RTA LTF are now budget at \$4,386,600 for fiscal year 2018/19. The advisory budget presented last May had estimated \$5,353,300. Two significant reason for that decline relates to the reduction in workers compensation insurance and STA funding being allocated to operations. Staff will be prepared to present a budget amendment in January 2019 should SB1 be repealed by voters in November 2018.

Staff also worked with SLOCOG to program Rural Transit Funds for operations, which is higher than prior years. Federal funding apportionments are still being evaluated. Amounts for capital projects in North and South County will need to be adjusted due to reduced federal funding from the FTA Section 5307 Small Transit Intensive Cities program.

Moving on to expenses, overall administrative expenses have remained relatively flat, with increases in property insurance and professional development being offset by the welcome relief in workers compensation. We continue to work with our employee committee that has evaluated workplace safety and has initiated a proactive program to address the number of claims and severity of the claims.

Overall, service delivery costs are up by approximately 5% as a result of many factors. One of those factors is the annual increases included in the CBA that became effective January 2018. Currently RTA's average hourly wage is \$16.15/hour with a starting wage rate of \$14.30. As was discussed during the budget assumptions presentation in March, non-union employees, excluding Operations Supervisors will be adjusted by the CPI of 3.6% in July 2018. Operations Supervisors will be adjusted in January 2019 to coincide with the Bus Operator wage scale adjustment identified in the CBA. Employees within the salary range for their position will be eligible for a step merit increase based on performance assessments.

Staff continues to monitor fuel prices and has budgeted conservatively but we may need to bring a budget amendment to the Board if fuel prices change significantly. Due to the limited infrastructure at our current location we are unable to buy fuel in bulk.

The capital program includes the continuation of the bus maintenance facility on Elks Lane. Some of the other capital items include are specialized maintenance equipment, support vehicle replacement, bus stop improvements (as included as part of the bus stop improvement plan adopted by the RTA Board), and miscellaneous computer equipment. In fiscal year 2018/19, funding of \$388,880 is included from the STA SB-1 State of Good Repair program to keep the operations and maintenance facility on Elks Lane moving forward. To be conservative, we did not assume the same level of funding in FY19-20 to FY22-23.

Of note, a portion of the fiscal year 2017/18 capital funds will be carried over to fiscal year 2018/19. These projects are fully funded but due to timing have not been completed. For reference staff includes a five year projected capital budget. This is an important tool for staff in identifying large capital procurements. No expansion vehicles are included.

The pay down for the tenant improvement loan for the current maintenance facility will be completed in fiscal year 2018/19, prior to the lease expiring in February 2022. This will provide some flexibility in capital funding for the move to the new maintenance facility.

Continuing to the numbers, page B-1-14 and B-1-15 include an overview of the operating revenue sources, and as noted previously, separate columns for the Paso Robles and SLOCAT services. Non-TDA sources of revenue includes the use of STA SB-1 Augmentation of just of \$399,000. LTF as discussed earlier is on page B-1-15 with the breakdown by jurisdiction. Funding uses are also summarized. Also

included on these pages is the advisory fiscal year 2019/20 operating revenue and summary funding uses by service operated.

On page B-1-16, the capital revenue is broken out, including SLOCAT and Paso Robles for the two fiscal years, with fiscal year 2019/20 being advisory only. Page B-1-17 includes the “rollup” of all operating costs for all services, including SLOCAT and Paso Robles.

The five-year capital budget is included on page B-1-18. As mentioned previously you can see large swings in vehicle procurements. The ensuing pages include expense information by route for RTA core services as well as for the SLOCAT and Paso Robles services. These pages roll up to the operating and capital expense summaries on page B-1-16 and B-1-17. In conclusion, fiscal year 2018/19 will be another challenging year.

**Ms. Arnold** concluded her report.

**President O'Malley** opened Board and public comment.

**Board Member Bruce Gibson** has a concern about the application of STA funding into the budget. On page B-1-15 he noted some of the budget projections, he is wondering where the trends reverse themselves. **Ms. Arnold** stated that in the current year we are coming in under budget and that will bring a fund carryover. **Board Member Gibson** stated the Board needs to understand that we are potentially getting squeezed in the future due to the upward cost trends. **Mr. Straw** stated that we will have to increase our reserves and in the future have to take more LTF to backfill. **Board Member Gibson** stated that we need to be mindful of those future years.

**Board Member Strong** asked if fuel cost is driving more ridership even with more car ownership. **Mr. Straw** stated that it is what the current reports are showing.

**President O'Malley** stated that he appreciates the management team's leadership, especially in regards to the focus on safety.

**Mr. Rodgers**, SLOCOG, stated that last year we saw the increase in LTF needed and we are seeing it again this year. We have the benefit of LTF going up. SLOCOG approves the budget.

**Mr. Greening**, stated that RTAC unanimously supported the approval of the budget. He said that because of the needs of more LTF the budget has a dim future. He asks the Board to look further into the future of RTA and support more LTF. He said that keeping reliable and safe transportation is key. If the annual practice is to keep RTA stable and return as much as possible to the jurisdictions then the SRTP will just be a document on a shelf.

**Board Member Arnold** thanked **Ms. Arnold** for all her hard work.

**President O'Malley** closed Board and public comment.

**Board Member Arnold** moved to approve the Agenda Item B-1. **Board Member Strong** seconded, and the motion carried unanimously on a roll call vote with Past President Compton absent.



**B-2** Designation of the RTA as a CTSA: **Mr. Straw** stated that in August 2017, staff submitted a letter to SLOCOG requesting, among other things, possible designation of the RTA as a second Consolidated Transportation Services Agency. Under this scenario, SLOCOG could develop appropriate performance measures for specialized public transportation services in lieu of only farebox recovery ratio requirements. These specialized transportation services include Runabout, lifeline demand response public transportation services provided in Paso Robles, Shandon and Templeton, as well as general public demand response services provided in Nipomo. This use of alternative performance measures is expressly permitted in TDA law under Section 6680.

During SLOCOG's evaluation of the RTA's request, it became clear that partnering with a disinterested public agency to administer specialized transportation services sought by SLOCOG could be another benefit of designating a second CTSA. However, the disinterested party would also need to agree that no TDA Article 4.5 funds could be used for existing public transportation services directly operated by the agency, nor would it be advisable for the second CTSA to seek FTA Section 5310 funds in competition with the existing CTSA, Ride-On. In exchange, SLOCOG would not support Ride-On in seeking to use general public transportation funds.

He stated staff recommends that the Board adopt the attached resolution accepting SLOCOG's designation as a Consolidated Transportation Services Agency and agreement to administer service-level contracts on SLOCOG's behalf.

**Mr. Straw** concluded his report.

**President O'Malley** opened Board and public comment.

**Mr. Rodgers**, SLOCOG, noted this issue wouldn't be addressed until August.

**Mr. Greening** asked if the Ride-On appeal has an impact on the decision of this item. He commented that he will not be able to attend the SLOCOG Executive Committee meeting, but wanted to note he recommends that the appeal should be held in front of the SLOCOG Board.

**President O'Malley** closed Board and public comment.

**Board Member Strong** moved to approve the Agenda Item B-2. **Board Member Shoals** seconded, and the motion carried unanimously on a roll call vote with Past President Compton absent.

**C. CONSENT AGENDA:**

- C-1 RTA Board Meeting Minutes of March 7, 2018 (Approve)
- C-2 Draft RTAC Minutes of April 17, 2018 (Information)
- C-3 Strategic Business Plan Performance Measures through February 2018 (Receive)
- C-4 Contract with AGP Video Production of Board Meetings (Approve)
- C-5 Youth Ride Free Summer Promotion (Approve)
- C-6 Amended Contract with Executive Director (Approve)
- C-7 Agreement for County Grant for Beach Trolley (Approve)
- C-8 Incidental Use of County Library Restrooms MOU (Approve)

Board Member Shoals moved to approve the Consent Agenda. Board Member Strong seconded, and the motion carried unanimously on a roll call vote with Past President Compton and Board Member Peschong absent.

**D. CLOSED SESSION:** None

**E. BOARD MEMBER COMMENTS:** None

**ADJOURNMENT:** President O'Malley adjourned RTA meeting at 10:02 a.m.

Respectfully Submitted, Shelby Walker RTA Administrative Assistant

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY  
JULY 11, 2018  
STAFF REPORT**

**AGENDA ITEM:** C-3

**TOPIC:** Resolution Authorizing Executive Director to Submit Application for FTA Section 5311 Funds

**ACTION:** Approve Resolution

**PRESENTED BY:** Omar McPherson, Grants and Financial Manager

**STAFF RECOMMENDATION:** Adopt Resolution

**BACKGROUND/DISCUSSION:**

Beginning in FY03-04, SLOCOG and the San Luis Obispo Regional Transit Authority (RTA) agreed to program all federal funding from the FTA Section 5311 Program to the RTA. In exchange, SLOCOG programs a similar amount of Transportation Development Act (TDA) funds for rural transit operators in the county.

In connection with the exchange program, the RTA must submit an annual grant application to Caltrans for the FTA Section 5311 funds. The grant application must include a resolution, approved by the RTA Board, authorizing submittal of the grant application and authorizing the Executive Director to execute and file all assurances and any other documentation required by Caltrans and the FTA.

Once approved, the attached resolutions will become part of the grant application for FTA Section 5311 funding for FY19-20 and possibly FY20-21.

**Staff Recommendation**

Approve the attached resolution authorizing the Executive Director to submit a grant application for the entire amount of FTA Section 5311 funds apportioned in San Luis Obispo County for the purchase of various materials, supplies, equipment, and/or operations costs.

**AUTHORIZING RESOLUTION  
STATE OF CALIFORNIA  
FTA SECTION 5311 PROJECT OPERATING ASSISTANCE APPLICATION**

**RESOLUTION NO. 18-\_\_**

RESOLUTION AUTHORIZING THE FEDERAL FUNDING UNDER FTA SECTION 5311 (49 U.S.C. SECTION 5311) WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION

**WHEREAS**, the U. S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support operating assistance projects for non-urbanized public transportation systems under Section 5311 of the Federal Transit Act (**FTA C 9040.1F**); and

**WHEREAS**, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5311 grants for transportation projects for the general public for the rural transit and intercity bus; and

**WHEREAS**, the San Luis Obispo Regional Transit Authority desires to apply for said financial assistance to permit operation of service in San Luis Obispo County; and

**WHEREAS**, the San Luis Obispo Regional Transit Authority has, to the maximum extent feasible, coordinated with other transportation providers and users in the region (including social service agencies).

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** that the San Luis Obispo Regional Transit Authority does hereby authorize the Executive Director, to file and execute applications on behalf of San Luis Obispo Regional Transit Authority with the Department to aid in the financing of capital/operating assistance projects pursuant to Section 5311 of the Federal Transit Act (**FTA C 9040.1F**), as amended.

That Executive Director is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department.

That Executive Director is authorized to provide additional information as the Department may require in connection with the application for the Section 5311 projects.

That Executive Director is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5311 project(s).

Upon motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and on the following roll call, to wit:

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing resolution is hereby passed and adopted by the San Luis Obispo Regional Transit Authority of San Luis Obispo County, State of California, at a regular meeting of said Board of Directors held on the 11<sup>th</sup> day of July 2018.

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Tom O'Malley  
President of the RTA Board

ATTEST:

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Geoff Straw  
Executive Director

APPROVED AS TO FORM AND LEGAL EFFECT:

By: \_\_\_\_\_  
Timothy McNulty  
RTA Counsel

Dated: \_\_\_\_\_  
(Original signature in BLUE ink)

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**JULY 11, 2018**

**STAFF REPORT**

**AGENDA ITEM:** C-4

**TOPIC:** Vehicle Procurement

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

**STAFF RECOMMENDATION:** Authorize Executive Director to Procure eight (8) Paratransit Cutaway Vehicles at a Cost Not to Exceed \$729,318

**BACKGROUND/DISCUSSION:**

The RTA has been awarded funding to purchase eight (8) new replacement paratransit cutaway vehicles. These eight (8) vehicles will be funded with \$619,920 in Federal Transit Administration (FTA) Section 5307 formula funding apportioned in FY17-18. RTA will use SB-1 funding as local match totaling \$109,398.

These eight wheelchair-accessible vehicles will be purchased from the CalACT procurement list approved by FTA and Caltrans. Once the Purchase Order is issued, it will take approximately 4-6 months for delivery.

**Staff Recommendation**

Staff requests the Board's concurrence to authorize the Executive Director to issue a purchase order to procure of eight (8) paratransit cutaway vehicles at a cost not to exceed \$729,318.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**  
**July 11, 2018**  
**STAFF REPORT**

**AGENDA ITEM:** C-5

**TOPIC:** Amendment #2 to Transfer Agreement with LOSSAN

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

**STAFF RECOMMENDATION:** Execute Agreement Amendment between RTA/Paso Express and LOSSAN

**BACKGROUND/DISCUSSION:**

On May 4, 2016, the RTA Board of Directors joined other transit agencies along the Amtrak-operated Surfliner passenger train corridor to provide fare-free transfers between train and local fixed-route bus services. This arrangement essentially provides “first-mile” and “last-mile” options for train riders, which reduces automobile traffic on area roadways and frees up car parking spaces at the three train stations in the county (Paso Robles, San Luis Obispo and Grover Beach).

The original one-year agreement allows train passengers to board local fixed-route buses fare-free (by merely showing the Bus Operator a valid train ticket), and the fare is then reimbursed by LOSSAN. An amendment was approved in May 2017 extending the program to June 2018, and LOSSAN is requesting that we extend the program for another full fiscal year.

The established reimbursement rate of \$1.66 per boarding was calculated by dividing the number of FY14-15 passenger boardings by the actual fare revenues collected. Invoices are processed quarterly, and the program will be effective from July 1, 2018 through June 30, 2019 or until the \$18,000 cap is met.

**Staff Recommendation**

Authorize the Executive Director and Counsel to execute an amendment to the agreement with LOSSAN.

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**AMENDMENT NO. 2 TO  
COOPERATIVE AGREEMENT NO. L-6-0015**

**BETWEEN**

**LOS ANGELES-SAN DIEGO-SAN LUIS OBISPO RAIL CORRIDOR AGENCY**

**AND**

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**FOR**

**FACILITATING TRANSFERS BETWEEN PACIFIC SURFLINER INTERCITY RAIL SERVICE  
AND LOCAL TRANSIT SERVICES**

**THIS AMENDMENT NO. 2** is effective as of this \_\_\_\_\_ day of \_\_\_\_\_, 2018,  
by and between the Los Angeles – San Diego – San Luis Obispo Rail Corridor Agency, 600 S. Main  
St., Orange, California, 92863, a joint powers authority (hereinafter referred to as "LOSSAN  
AGENCY"), and the San Luis Obispo Transit Authority, 179 Cross Street, San Luis Obispo, California,  
93401, a public corporation of the State of California (hereinafter referred to as "RTA"), each  
individually known as "Party" and collectively known as "Parties".

**WITNESSETH:**

**WHEREAS**, Parties entered into Cooperative Agreement No. L-6-0015 on June 1, 2016, as  
last changed by Amendment No. 1 dated July 1, 2017, to define the specific terms and conditions,  
and roles and responsibilities as they relate to a Pacific Surfliner Transit Transfer Program; and

**WHEREAS**, Parties agree to extend the term of the Agreement for an additional thirty six (36)  
months through June 30, 2021 with no increase to the maximum cumulative payment obligation.

**NOW, THEREFORE**, it is mutually understood and agreed by Parties that Cooperative  
Agreement No. L-6-0015 is hereby amended in the following particulars only:

1. Amend **ARTICLE 10. ADDITIONAL PROVISIONS**, page C-7-8 of C-7-12, paragraph A,  
line 20, as last changed by Amendment No. 1 dated July 1, 2017, to delete "June 30, 2018" as the  
expiration date of the agreement and in lieu thereof, insert "June 30, 2021".



AMENDMENT NO. 2 TO  
AGREEMENT NO. L-6-0015

1 The balance of Cooperative Agreement No. L-6-0015 remains unchanged.

2 **IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 2 to Cooperative  
3 Agreement No. L-6-0015 to be executed on the date first above written.

4 **RTA**

**LOSSAN RAIL CORRIDOR AGENCY**

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

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

6 Geoff Straw  
Executive Director

Jennifer Bergener  
Managing Director

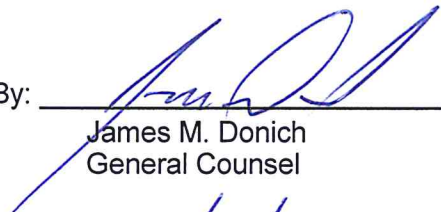
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8 **APPROVED AS TO FORM:**

**APPROVED AS TO FORM:**

9  
10 By: \_\_\_\_\_

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

11 Timothy McNulty  
RTA Counsel

12   
James M. Donich  
General Counsel

13 Dated: \_\_\_\_\_

Dated: 6/27/18

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**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**JULY 11, 2018**

**STAFF REPORT**

**AGENDA ITEM:**

**C-6**

**TOPIC:**

**Resolution Authorizing Executive Director to Submit Application for Community Air Protection Funds**

**ACTION:**

**Approve Resolution**

**PRESENTED BY:**

**Omar McPherson, Grants and Financial Manager**

**STAFF RECOMMENDATION:**

**Adopt Resolution**

**BACKGROUND/DISCUSSION:**

In 2017, the Governor signed budget legislation appropriating \$250 million in Greenhouse Gas Reduction Funds to achieve early action emission reductions in the communities most burdened by air pollution. Targeting engine replacement, repower, and infrastructure projects in disadvantaged and low income areas supports the goals of AB-617 (Garcia, 2017), which calls for community monitoring and action plans to reduce smog-forming and toxic emissions. Funds this year will reduce mobile source emissions under state guidelines, either through the Carl Moyer Memorial Air Quality Standards Attainment Program (Moyer Program). As a whole, the projects will also result in reductions in greenhouse gases.

Senate Bill 513 (Beall, Chapter 610, Statutes of 2015) provides the Air Resources Board's (ARB) Moyer Program the ability to incorporate infrastructure projects into its program. It authorizes the funding of projects that enable the deployment of alternative, advanced, and cleaner technologies to support the State's air quality goals. Specifically, Health and Safety Code section 44281(c) gives ARB the ability to provide funding toward the installation of fueling or energy infrastructure to fuel or power covered sources. Statute does not require infrastructure projects to meet a cost-effectiveness threshold.

The RTA Board has identified its planned new Bus Maintenance Facility as its highest-priority capital facility project. In early 2013, staff reported a planning level cost estimate of \$12.8 million for the project, although recent projects in the area have experienced quickly escalating costs. The Board has already funded the purchase of the property at 253 Elks Lane in 2014, the environmental assessment studies in 2016 and 2017, and the design/engineering of the project in 2018. Based on current planning level estimates, staff believes construction costs to be on the order of \$16 to \$18 million – but those estimates will be updated in late 2018 as the design/engineering project progresses.

Based on these updated construction cost estimates, staff is seeking the Board's support to submit a grant proposal for \$2 million to install a transportation electrification infrastructure; this is above the base \$16 to \$18 million construction cost discussed above. The grant application to the San Luis Obispo Air Pollution Control District must include a resolution, approved by the RTA Board, authorizing submittal of the grant application and authorizing the Executive Director to execute and file all assurances and any other documentation required by the SLOAPCD and the ARB.

**Staff Recommendation**

Approve the attached resolution authorizing the Executive Director to submit a Community Air Protection grant application for the transportation electrification infrastructure cost for the planned RTA Bus Maintenance Facility.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY  
RESOLUTION NO. 18-\_\_\_**

**A RESOLUTION OF THE SAN LUIS OBISPO REGIONAL TRANSIT  
AUTHORITY BOARD OF DIRECTORS, AUTHORIZING SUBMITTAL OF A  
GRANT APPLICATION TO THE SAN LUIS OBISPO AIR POLLUTION  
CONTROL DISTRICT FOR COMMUNITY AIR PROTECTION PROGRAM  
FUNDS**

**WHEREAS**, San Luis Obispo Regional Transit Authority is an eligible applicant for Community Air Protection Program Funds; and,

**WHEREAS**, San Luis Obispo Regional Transit Authority as identified that this funding source is vital to the planned new Bus Maintenance Facility; and

**WHEREAS**, San Luis Obispo Regional Transit Authority is seeking grant funding to optimize the use of local TDA funds provided by the various agencies included in the Joint Powers Agency Agreement; and

**WHEREAS**, San Luis Obispo Regional Transit Authority is requesting maximum allowed under Community Air Protection Program Funds to support planned new Bus Maintenance Facility with the goal of reducing greenhouse gas emissions.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that the San Luis Obispo Regional Transit Authority Board of Directors authorizes the Executive Director to submit an application to the San Luis Obispo Air Pollution Control District for Community Air Protection Program to fund the planned new Bus Maintenance Facility.

**BE IT FURTHER RESOLVED**, that the President of the Board is directed to sign this resolution to authorize the submittal of said funding requests.

Upon motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and on the following roll call, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINING:**

The foregoing resolution is hereby adopted this 11<sup>th</sup> day of July 2018.

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Tom O'Malley  
President of the RTA Board of Directors

**ATTEST:**

\_\_\_\_\_  
Geoff Straw, Administrator  
RTA Executive Director

**APPROVED AS TO FORM AND LEGAL EFFECT:**

Timothy McNulty  
County Counsel

By: \_\_\_\_\_  
RTA Legal Counsel

Date: \_\_\_\_\_  
(Original signature in BLUE ink)

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**JULY 11, 2018**

**STAFF REPORT**

**AGENDA ITEM:** C-7

**TOPIC:** Resolution Authorizing Executive Director to Submit Application for BUILD Funds

**ACTION:** Approve Resolution

**PRESENTED BY:** Omar McPherson, Grants and Financial Manager

**STAFF RECOMMENDATION:** Adopt Resolution

**BACKGROUND/DISCUSSION:**

On April 25, 2018, the U.S. Department of Transportation (DOT) published a Notice of Funding Opportunity to apply for \$1.5 billion in discretionary grant funding through the Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grants program.

BUILD grants replace the pre-existing Transportation Investment Generating Economic Recovery (TIGER) grant program. BUILD grants are intended for investments in surface transportation infrastructure and are to be awarded on a competitive basis for projects that will have a significant local or regional impact. BUILD funding can support roads, bridges, transit, rail, ports or intermodal transportation.

Projects for BUILD will be evaluated based on merit criteria that include safety, economic competitiveness, quality of life, environmental protection, state of good repair, innovation, partnership, and additional non-Federal revenue for future transportation infrastructure investments. Grant proposals are due on or before July 18, 2018.

The RTA Board has identified its planned new Bus Maintenance Facility as its highest-priority capital facility project. In early 2013, staff reported a planning level cost estimate of \$12.8 million for the project, although recent projects in the area have experienced quickly escalating costs. The Board has already funded the purchase of the property at 253 Elks Lane in 2014, the environmental assessment studies in 2016 and 2017, and the design/engineering of the project in 2018. Based on current planning level estimates, staff believes construction costs to be on the order of \$16 to \$18 million – but those estimates will be updated in late 2018 as the design/engineering project progresses.

Based on these updated construction cost estimates, staff is seeking the Board's support to submit a grant proposal for the full \$18 million construction cost. The grant application must include a resolution, approved by the RTA Board, authorizing submittal

of the grant application and authorizing the Executive Director to execute and file all assurances and any other documentation required by the DOT.

**Staff Recommendation**

Approve the attached resolution authorizing the Executive Director to submit a BUILD grant application for the entire construction cost of the RTA Bus Maintenance Facility.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY  
RESOLUTION NO. 18-\_\_\_\_\_**

**RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE  
FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF  
THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL  
TRANSPORTATION ASSISTANCE AUTHORIZED BY BETTER UTILIZING  
INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) TRANSPORTATION  
DISCRETIONARY GRANTS PROGRAM**

**WHEREAS**, the Federal Transit Administration (FTA) has been delegated authority by the United States Department of Transportation to award Federal financial assistance for transit projects; and

**WHEREAS**, a grant or cooperative agreement for Federal financial assistance will impose certain obligations upon the San Luis Obispo Regional Transit Authority (RTA), and may require RTA to provide the local share of the project cost; and

**WHEREAS**, RTA has or will provide all annual certifications and assurances to the FTA required for the projects included in a grant application; and

**WHEREAS**, RTA as the Grantee will file and execute applications for BUILD discretionary funds required for a new Bus Maintenance Facility as its highest-priority capital facility project to the maximum extent allow to fund this facility.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that the Board of Directors of the San Luis Obispo Regional Transit Authority:

1. Authorize the Executive Director or designee to execute and file applications for Federal assistance on behalf of RTA with the FTA for Federal Assistance authorized by 49.U.S.C. Chapter 53, Title 23, United States Code, or other Federal statues authorizing a project administered by the FTA and has received concurrence from the San Luis Obispo Council of Government, San Luis Obispo, California, the MPO, to apply for Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grants program Assistance authorized by 49 U.S.C.
2. Authorize the Executive Director or designee to execute and file with its application the annual Certifications and Assurances required by the FTA before awarding a Federal assistance grant or cooperative agreement.
3. Authorize the Executive Director or designee to execute and file such applications, assurances or any other documents required by FTA for the purpose of complying with Title VI of the Civil Rights Act of 1964.



4. Authorize the Executive Director or designee to furnish such additional information as the FTA may require in connection with the program of projects identified in applications.
5. The President of the RTA Board of Directors is authorized to execute grant and cooperative agreements with the FTA on behalf of RTA.

Upon motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and on the following roll call, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINING:**

The foregoing resolution is hereby passed and adopted by the San Luis Obispo Regional Transit Authority of San Luis Obispo County, State of California, at a regular meeting of said Board of Directors held on the 11<sup>th</sup> day of July 2018.

\_\_\_\_\_  
Tom O'Malley  
President of the RTA Board of Directors

ATTEST:

\_\_\_\_\_  
Geoff Straw  
RTA Executive Director

APPROVED AS TO FORM AND LEGAL EFFECT:

Timothy McNulty  
County Counsel

By: \_\_\_\_\_  
RTA Legal Counsel

Dated: \_\_\_\_\_  
(Original signature in BLUE ink)

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY**

**JULY 11, 2018**

**STAFF REPORT**

**AGENDA ITEM:** C-8

**TOPIC:** Resolution Authorizing Executive Director to Submit Application for FTA 5339(b) Funds

**ACTION:** Approve Resolution

**PRESENTED BY:** Omar McPherson, Grants and Financial Manager

**STAFF RECOMMENDATION:** Adopt Resolution

**BACKGROUND/DISCUSSION:**

On June 21, 2018, the Federal Transit Administration (FTA) published a Notice of Funding Opportunity to apply for \$366.3 million in discretionary grant funding through the FTA Section 5339(b) Bus & Bus Facilities Infrastructure Investment Program. This program makes federal resources available to states and direct recipients to replace, rehabilitate and purchase buses and related equipment and to construct bus-related facilities including technological changes or innovations to modify low or no emission vehicles or facilities. Grant proposals are due on or before August 6, 2018.

The RTA Board has identified its planned new Bus Maintenance Facility as its highest-priority capital facility project. In early 2013, staff reported a planning level cost estimate of \$12.8 million for the project, although recent projects in the area have experienced quickly escalating costs. The Board has already funded the purchase of the property at 253 Elks Lane in 2014, the environmental assessment studies in 2016 and 2017, and the design/engineering of the project in 2018. Based on current planning level estimates, staff believes construction costs to be on the order of \$16 to \$18 million – but those estimates will be updated in late 2018 as the design/engineering project progresses.

Based on these updated construction cost estimates, staff is seeking the Board's support to submit a grant proposal for the full \$18 million construction cost. The grant application must include a resolution, approved by the RTA Board, authorizing submittal of the grant application and authorizing the Executive Director to execute and file all assurances and any other documentation required by the DOT.

**Staff Recommendation**

Approve the attached resolution authorizing the Executive Director to submit a discretionary FTA 5339(b) grant application for the entire construction cost of the RTA Bus Maintenance Facility.

**SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY  
RESOLUTION NO. 18-\_\_\_\_\_**

**RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS WITH THE  
FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF  
THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL  
TRANSPORTATION ASSISTANCE AUTHORIZED BY FTA SECTION 5339(B) BUS &  
BUS FACILITIES INFRASTRUCTURE INVESTMENT PROGRAM**

**WHEREAS**, the Federal Transit Administration (FTA) has been delegated authority by the United States Department of Transportation to award Federal financial assistance for transit projects; and

**WHEREAS**, a grant or cooperative agreement for Federal financial assistance will impose certain obligations upon the San Luis Obispo Regional Transit Authority (RTA), and may require RTA to provide the local share of the project cost; and

**WHEREAS**, RTA has or will provide all annual certifications and assurances to the FTA required for the projects included in a grant application; and

**WHEREAS**, RTA as the Grantee will file and execute applications for FTA Section 5339b discretionary funds required for a new Bus Maintenance Facility as its highest -priority capital facility project to the maximum extent allow to fund.

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that the Board of Directors of the San Luis Obispo Regional Transit Authority:

1. Authorize the Executive Director or designee to execute and file applications for Federal assistance on behalf of RTA with the FTA for Federal Assistance authorized by 49.U.S.C. Chapter 53, Title 23, United States Code, or other Federal statues authorizing a project administered by the FTA and has received concurrence from the San Luis Obispo Council of Government, San Luis Obispo, California, the MPO, to apply for FTA Section 5339b Discretionary Fund Program Assistance authorized by 49 U.S.C.
2. Authorize the Executive Director or designee to execute and file with its application the annual Certifications and Assurances required by the FTA before awarding a Federal assistance grant or cooperative agreement.
3. Authorize the Executive Director or designee to execute and file such applications, assurances or any other documents required by FTA for the purpose of complying with Title VI of the Civil Rights Act of 1964.
4. Authorize the Executive Director or designee to furnish such additional information as the FTA may require in connection with the program of projects identified in applications.

5. The President of the RTA Board of Directors is authorized to execute grant and cooperative agreements with the FTA on behalf of RTA.

Upon motion of Director \_\_\_\_\_, seconded by Director \_\_\_\_\_, and on the following roll call, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINING:**

The foregoing resolution is hereby passed and adopted by the San Luis Obispo Regional Transit Authority of San Luis Obispo County, State of California, at a regular meeting of said Board of Directors held on the 11<sup>th</sup> day of July 2018.

\_\_\_\_\_  
Tom O'Malley  
President of the RTA Board of Directors

ATTEST:

\_\_\_\_\_  
Geoff Straw  
RTA Executive Director

APPROVED AS TO FORM AND LEGAL EFFECT:

Timothy McNulty  
County Counsel

By: \_\_\_\_\_  
RTA Legal Counsel

Dated: \_\_\_\_\_  
(Original signature in BLUE ink)