

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

BOARD OF DIRECTORS REGULAR MEETING AGENDA
AUGUST 11, 2006 (Second Friday of Each Month)
SCMTD ENCINAL CONFERENCE ROOM
370 ENCINAL STREET, SUITE 100
SANTA CRUZ, CALIFORNIA
9:00 a.m. – 11:00 a.m.

THE BOARD AGENDA PACKET CAN BE FOUND ONLINE AT WWW.SCMTD.COM

NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER

SECTION I: OPEN SESSION - 9:00 a.m.

1. ROLL CALL
2. ORAL AND WRITTEN COMMUNICATION
 - a. Mark Stone, Co. Board of Supervisors Re: Public Transit Resources
3. LABOR ORGANIZATION COMMUNICATIONS
4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

CONSENT AGENDA

- 5-1. APPROVE REGULAR BOARD MEETING MINUTES OF JUNE 9 & 23 AND JULY 14 & 28, 2006
Minutes: **JULY MINUTES WILL BE INCLUDED IN THE AUGUST 25, 2006 BOARD PACKET**
- 5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF JULY 2006
Report: Attached
- 5-3. ACCEPT AND FILE JULY 2006 RIDERSHIP REPORT
Report: Attached
PAGES 1 & 4 OF THE RIDERSHIP REPORT WILL BE INCLUDED IN THE AUGUST 25, 2006 BOARD PACKET
- 5-4. CONSIDERATION OF TORT CLAIMS: None
- 5-5. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR AUGUST 16, 2006 AND MINUTES OF JUNE 21, 2006
Agenda/Minutes: Attached

- 5-6. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR APRIL 2006 AND APPROVAL OF BUDGET TRANSFERS
Staff Report: Attached
- 5-7. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR MAY 2006 AND APPROVAL OF BUDGET TRANSFERS
Staff Report: **WILL BE INCLUDED IN THE AUGUST 25, 2006 BOARD PACKET**
- 5-8. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR MAY 2006
Report: **WILL BE INCLUDED IN THE AUGUST 25, 2006 BOARD PACKET**
- 5-9. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF MAY 2006
Staff Report: Attached
- 5-10. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR MONTH OF JUNE 2006
Staff Report: **WILL BE INCLUDED IN THE AUGUST 25, 2006 BOARD PACKET**
- 5-11. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE JUNE 2006 MEETING(S)
Staff report: Attached
- 5-12. ACCEPT AND FILE METROBASE STATUS REPORT
Staff Report: **WILL BE INCLUDED IN THE AUGUST 25, 2006 BOARD PACKET**
- 5-13. ACCEPT AND FILE INFORMATION REGARDING HIGHWAY 152 CORRIDOR BUS STOPS
Staff Report: Attached

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS
Presented by: Chair Rotkin
Staff Report: Attached
THIS PRESENTATION WILL TAKE PLACE AT THE AUGUST 25, 2006 BOARD MEETING

7. CONSIDERATION OF ADOPTION OF **RESOLUTION** OF APPRECIATION FOR THE LEADERSHIP OF CONGRESSMAN SAM FARR IN OBTAINING THE INCLUSION OF FUNDS FOR THE PACIFIC STATION REDEVELOPMENT PROJECT IN THE FY 2007 HOUSE TRANSPORTATION APPROPRIATIONS LEGISLATION FOR THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
Presented by: Chair Rotkin
Resolution: Attached
ACTION REQUESTED AT THE AUGUST 11, 2006 BOARD MEETING

8. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel
9. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

SECTION II: CLOSED SESSION

1. CONFERENCE WITH LABOR NEGOTIATORS
(Pursuant to Government Code Section 54957.6)
 - a. Agency Negotiators Robyn Slater, Human Resources Manager,
Chief Spokesperson
Margaret Gallagher, District Counsel
Steve Paulson, Paratransit Administrator
 1. Employee Organization United Transportation Union (UTU), Local
23, ParaCruz Division
2. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
(Pursuant to Government Code Section 54956.8)

Property: 25 Sakata Lane, Watsonville, CA
Negotiating parties: Leslie R. White for SCMTD
Carl Blanke, Hirsch & Associates for SCMTD
Donald Houpt, Proposer
Under Negotiation: Price and Terms of Payment
3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Pursuant to Government Code Section 54956.9)
 - a. Name of Case: Sebastian Gruendig vs. Santa Cruz Metropolitan Transit
District
 - b. Name of Case: Tanya Kinsland vs. Richard Chapman, et al

SECTION III: RECONVENE TO OPEN SESSION

10. REPORT OF CLOSED SESSION

11. CONSIDERATION OF APPROVAL OF A THREE-YEAR MEMORANDUM OF UNDERSTANDING BETWEEN UTU, LOCAL 23, PARACRUZ DIVISION AND SANTA CRUZ METRO

Presented By: Robyn Slater, Human Resources Manager

Staff Report: Attached

ACTION REQUESTED AT THE AUGUST 11, 2006 BOARD MEETING

ADJOURN

NOTICE TO PUBLIC

Members of the public may address the Board of Directors on a topic not on the agenda but within the jurisdiction of the Board of Directors or on the consent agenda by approaching the Board during consideration of Agenda Item #2 "Oral and Written Communications", under Section I. Presentations will be limited in time in accordance with District Resolution 69-2-1.

When addressing the Board, the individual may, but is not required to, provide his/her name and address in an audible tone for the record.

Members of the public may address the Board of Directors on a topic on the agenda by approaching the Board immediately after presentation of the staff report but before the Board of Directors' deliberation on the topic to be addressed. Presentations will be limited in time in accordance with District Resolution 69-2-1.

The Santa Cruz Metropolitan Transit District does not discriminate on the basis of disability. The Encinal Conference Room is located in an accessible facility. Any person who requires an accommodation or an auxiliary aid or service to participate in the meeting, please contact Cindi Thomas at 831-426-6080 as soon as possible in advance of the Board of Directors meeting. Hearing impaired individuals should call 711 for assistance in contacting METRO regarding special requirements to participate in the Board meeting.



County of Santa Cruz

BOARD OF SUPERVISORS

701 OCEAN STREET, SUITE 500, SANTA CRUZ, CA 95060-4069

(831) 454-2200 FAX: (831) 454-3262 TDD: (831) 454-2123

JANET K. BEAUTZ
FIRST DISTRICT

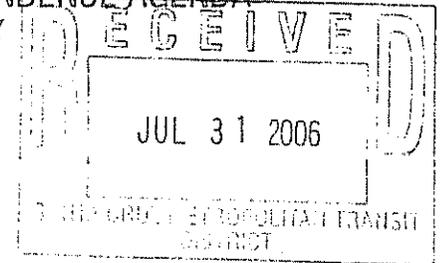
ELLEN PIRIE
SECOND DISTRICT

MARDI WORMHOUDT
THIRD DISTRICT

TONY CAMPOS
FOURTH DISTRICT

MARK W. STONE
FIFTH DISTRICT

WRITTEN CORRESPONDENCE AGENDA
July 26, 2006 88



Virginia Johnson, Chair
Energy Commission
701 Ocean Street
Santa Cruz, CA 95060

Dear Ms. Johnson:

Thank you for your letter dated July 5, 2006, on behalf of the Energy Commission, supporting methods to reduce the rate at which energy is consumed in our community. A copy of your letter will be provided to each member of the Board.

I appreciate your recommendation that the Santa Cruz County Regional Transportation Commission (SCCRTC) prioritize the enhancement of public transit resources, particularly bus service provided by the Santa Cruz Metropolitan Transit District, as well as carpool services and facilities. Clearly, enhancing measures to reduce fuel consumption is critically important.

As you may be aware, all members of the Board serve on the SCCRTC, and Supervisor Beautz and I represent the County on the Metro Board of Directors. Therefore, Board members are in the position to weigh in on the value of public transit resources in a variety of ways. However, I have also referred copies of your letter to both the SCCRTC and the Transit District so that they can have the benefit of the Commission's comments.

Again, thank you for promoting these methods to reduce energy consumption in our community.

Sincerely,

MARK W. STONE, Chair
Board of Supervisors

MWS:ted

cc: Clerk of the Board
Santa Cruz County Regional Transportation Commission
✓ Santa Cruz Metropolitan Transit District

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County of Santa Cruz

ENERGY COMMISSION

701 OCEAN STREET, ROOM 330, SANTA CRUZ, CA 95060-4073

(831) 454-2210 FAX: (831) 454-2710 TDD: (831) 454-2123

July 5, 2006

Santa Cruz County Board of Supervisors
701 Ocean St
Santa Cruz, CA 95060

Dear Members of the Board,

The Santa Cruz County Energy Commission advises the Board of Supervisors on energy policy, with the intent to of reducing the rate of increase of energy consumption in Santa Cruz County while maintaining or enhancing quality of life for residents. Though the Commission focuses on the analysis of relevant legislation, we also advise the Board on specific areas of cooperation with public and private agencies and organizations to plan and implement effective energy policy within the county.

We write to recommend that the SCCRTC prioritize the enhancement of public transit resources, particularly Metro bus services. In the short term, we strongly recommend restoring the runs and two routes that were cut in 2003. In the course of securing funding for and implementing projects noted by the Transportation Funding Task Force for Santa Cruz County, we recommend an emphasis on public transit as well as carpool services and facilities, to limit the impact on the community and local economy of expected future energy cost increases.

The Energy Commission reviews energy related activities in the County and relevant state legislation; in the process, we study trends in the availability, cost, and impacts of energy use. Based on the data reviewed by the Commission and the expanding demand for petroleum in the developing world, it is our opinion that the cost of petroleum will remain elevated for the foreseeable future, and probably will increase substantially in coming years. Fluctuations in the cost of fuel are to be expected, but we believe decreases will be the exception and the expectation of a return to recent average price per gallon is unwarranted.

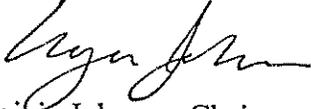
We understand that fuel costs directly impact the Santa Cruz Metro budget, and have offset this fiscal year's revenue increase from sales taxes and cost savings from strikes. However, the value of public transit resources to the community also increases as fuel costs increase. Periods of high fuel costs are opportunities to reinvest and draw increased ridership, especially in offering alternatives to single occupied automobile travel. We believe that the safe, affordable, and convenient transit options provided by Metro are one of the highest-value government services to help this community prepare for the changes that expected long-term petroleum costs will impose on our community.

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Page 2/Board of Supervisors

Thank you in advance for your attention to this matter. Please feel free to contact me if you need further information.

Sincerely,



Virginia Johnson, Chair
Energy Commission

VJ/BH:ng

cc: Energy Commissioners



2-a.3

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

June 9, 2006

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, June 9, 2006 at the District's Administrative Office, 370 Encinal Street, Santa Cruz, CA.

Vice Chair Tavantzis called the meeting to order at 9:02 a.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Jan Beautz (arrived after roll call)
Michelle Hinkle
Kirby Nicol
Emily Reilly (arrived after roll call)
Mike Rotkin
Dale Skillicorn
Pat Spence
Mark Stone
Marcela Tavantzis

DIRECTORS ABSENT

Dene Bustichi
Mike Keogh
Ex-Officio Wes Scott

STAFF PRESENT

Ciro Agguire, Operations Manager
Mark Dorfman, Assistant General Manager
Margaret Gallagher, District Counsel
Steve Paulson, Paratransit Administrator

Elisabeth Ross, Finance Manager
Robyn Slater, Human Resources Manager
Tom Stickel, Maintenance Manager
Les White, General Manager

EMPLOYEES AND MEMBERS OF THE PUBLIC WHO VOLUNTARILY INDICATED THEY WERE PRESENT

Mark Anderson, Capitola Resident
Carolyn Derwing, UTU
George Dondero, SCCRTC
Sandra Lipperd, UTU
Paul Marcelin-Sampson, MAC

Emery Ross, Mgmt Retiree
Paul Schraeder, Mgmt Retiree
Gloria Sushereba, ParaCruz User
Bob Yount, MAC

5-1.1

2. ORAL AND WRITTEN COMMUNICATION

Written:

- | | | |
|----|--------------|---------------------|
| a. | Ken Holstein | Re: Aptos Bus Stop |
| b. | Jane Simpson | Re: Soquel Bus Stop |

Oral:

Vice Chair Tavantzis reported that Item #5-16 and Item #14 were identified for action today.

Les White reported that Staff would bring a recommendation to the Board at a later date for the removal of the bus stop referred to in Item #2-a because it is 821 feet from one fully-accessible stop and 862 feet from another fully-accessible stop in front of the Aptos Library.

Mr. White introduced Ciro Aguirre as METRO's new Operations Manager.

Tom Stickel reported that METRO Staff had contacted the County regarding the bus stop referred to in Item #2-b, and learned that sidewalks are part of the Ocean Chevrolet development.

DIRECTOR REILLY ARRIVED

Emery Ross, Management Retiree, stated that he and Paul Schraeder, also a Management Retiree, would be attending every Board meeting until the retiree medical benefit issue was resolved. Mr. Ross said they are willing to work with Staff, but want to see action and requested to meet with Staff prior to the next Board meeting.

Paul Schraeder, Management Retiree, stated that none of his concerns have been directly addressed that he presented to the Board on April 28, 2006 regarding the changes to the retiree medical benefits. Mr. Schraeder offered the following three ideas: 1) The District should continue to provide supplemental payments to retirees to offset medical premiums, as authorized by the Board on October 27, 2000, and continue to issue 1099's each year to the retirees who receive the supplement payments. 2) The District may be in violation of the Brown Act for discussing this non-unionized management issue in direct association with union labor negotiations in Closed Session. 3) Mr. Schraeder requested that the Board treat the retiree's concerns with a higher level of urgency on this issue.

Paul Marcelin-Sampson reported he had attended the last TFTF meeting on Wednesday, which was held in Santa Cruz and had approximately 80 attendees, and that there was nothing new to report.

Mark Anderson, resident of 702 Rosedale Avenue in Capitola, along with a co-owner of the property, requested that a bus stop bench located on their property at the corner of Rosedale and Bay be relocated. They reported that METRO had initially told them the bench would be removed, but then they were told it could not be removed because it would impact the paratransit service area. They questioned who had the authority to install it on private property and what could be done to ameliorate the situation.

5-1.2

Les White and Tom Stichel distributed to the Board a route map and photographs of the stop, which are attached to the file copy of these Minutes. Mr. White said that Staff would return to the Board with a recommendation.

Gloria Shushereba, ParaCruz User, said she knew of three bus stops, which she did not specify, that she feels should be looked at for safety reasons. Ms. Sushereba then read a letter she wrote to Steve Paulson, which is attached to the file copy of these Minutes, in response to his letter of May 4, 2006.

DIRECTOR BEAUTZ ARRIVED

Ms. Sushereba's main concern is that she believes ParaCruz has some illogical rules written in stone and that she feels she should be able to change her mobility device according to the weather.

3. LABOR ORGANIZATION COMMUNICATIONS

None.

4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

A Staff Report for Item #14 was distributed at today's meeting.

CONSENT AGENDA

5-1. APPROVE REGULAR BOARD MEETING MINUTES APRIL 14 & 28 AND MAY 12 & 26, 2006

Minutes will be included in the June 23, 2006 Board Packet.
No questions or comments.

5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF MAY 2006

Discussion:

Director Nicol questioned the amount of check #18660 to Dillingham Ticket Co. Mark Dorfman replied that it was for the serialized supply of day passes for each bus and that the cost was competitive. Director Nicol also questioned the amount of check #18750 to Harris & Associates and check #18830 to RNL Design. Mark Dorfman responded that these are the MetroBase Construction Management Firm and the Architectural Firm, respectively. Elisabeth Ross offered to pull these invoices for Director Nicol to review.

5-3. ACCEPT AND FILE MAY 2006 RIDERSHIP REPORT

Pages 1 & 4 of the Ridership Report will be included in the June 23, 2006 Board Packet.
No questions or comments.

5-1.3

5-4. CONSIDERATION OF TORT CLAIMS: None

5-5. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR JUNE 21, 2006

Discussion:

Vice Chair Tavantzis asked why METRO's Smoking Policy continued to appear on the MAC Agendas. Bob Yount, MAC Chair, responded that MAC would spend quite awhile talking about it.

5-6. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR MARCH 2006 AND APPROVAL OF BUDGET TRANSFERS

Will be included in the June 23, 2006 Board Packet.
No questions or comments.

5-7. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR MARCH 2006

Will be included in the June 23, 2006 Board Packet.
No questions or comments.

5-8. ACCEPT AND FILE PARAGRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF MARCH 2006

Discussion:

Vice Chair Tavantzis commented on the increase in ridership. Steve Paulson explained that it is directly related to the Cabrillo College Stroke Center being in session.

5-9. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR MONTH OF APRIL 2006

Will be included in the June 23, 2006 Board Packet.
No questions or comments.

5-10. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE MAY 2006 MEETING

Vice Chair Tavantzis apologized for being unable to attend this meeting.

5-11. ACCEPT AND FILE METROBASE STATUS REPORT

Chair Rotkin stated that he had not received a single call regarding the pile driving phase.

5-1.4

5-12. ACCEPT AND FILE PROGRESS REPORT ON THE STATUS OF METRO'S WORKERS' COMPENSATION PROGRAM ONE YEAR AFTER METRO'S TRANSITION TO ITS CURRENT THIRD PARTY ADMINISTRATOR

Will be included in the June 23, 2006 Board Packet.
No questions or comments.

5-13. CONSIDERATION OF RENEWAL OF PROPERTY INSURANCE COVERAGE FOR FY 06-07

No questions or comments

5-14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A RENEWAL OF CONTRACT WITH CECY INSURANCE SERVICES REPRESENTING STANDARD INSURANCE COMPANY FOR EMPLOYEE LIFE & ACCIDENTAL DISMEMBERMENT INSURANCE

No questions or comments.

5-15. CONSIDERATION OF CONFIRMING A CONSTRUCTION CHANGE ORDER FOR ARNTZ BUILDERS IN THE AMOUNT OF \$821.69

Director Nicol pointed out a typo in the dollar amount on page #5-15.2, which should be \$821.69 rather than \$891.69.

5-16. CONSIDERATION OF APPOINTMENT OF NAOMI GUNTHER TO THE METRO ADVISORY COMMITTEE (MAC) BY DIRECTOR ROTKIN TO FILL VACANCY OF JEFF LE BLANC

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR SKILLICORN

Approve appointment of Naomi Gunther to the METRO Advisory Committee (MAC) as the appointment of Chair Rotkin

Motion passed unanimously with Directors Bustichi and Keogh being absent.

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

This presentation will take place at the June 23, 2006 Board meeting.

7. CONSIDERATION OF RESOLUTION APPROVING FY 06-07 AND FY 07-08 FINAL BUDGET

5-1.5

Summary:

Elisabeth Ross reported that, as she has stated previously would be the case, the final budget has been updated to reflect year-to-date trends and that expense adjustments have been made after being reviewed as a result of the input received at the public hearing and the budget workshop with the union representatives which were both held in May.

Discussion:

Carolyn Derwing, UTU, requested another meeting with Ms. Ross, who agreed, to review and discuss this final budget because of the many changes from the budget that the union reviewed at the workshop on May 22nd.

George Dondero, SCCRTC, asked how METRO arrived at the Supplemental TDA Allocation figure on page #7.b2. Ms. Ross explained that it is an estimate based on prior years' experiences. Mr. Dondero stated that the RTC has discretion in this area. Les White agreed, but indicated that the TDA surplus issue has a lot of history. Mr. Dondero stated that he understood, but was clarifying the options of the RTC.

8. CONSIDERATION OF RESPONSIVE COMMENTS TO DEPARTMENT OF TRANSPORTATION'S (DOT) NOTICE OF PROPOSED RULEMAKING DATED FEBRUARY 27, 2006 RE REQUEST FOR COMMENTS ON OTHER ISSUES

Summary:

Margaret Gallagher reported that on February 27, 2006, the Department of Transportation (DOT), issued a Notice of Proposed Rulemaking (NPRM) regarding reasonable modification and other issues and is seeking comments regarding its proposal. In April 2006, the METRO Board adopted a letter of comment regarding the "reasonable modification" section of the NPRM. METRO Staff recommends that the Board and the public provide input on the remaining issues section of the NPRM.

Staff gave a PowerPoint presentation and recommended responding to a minimum of two of the eight issues, as several do not directly apply to METRO. Specifically, Staff recommends that for Item #6 METRO urge the DOT to retain the current "common wheelchair" definition regarding the size and weight and require that this definition be passed on to wheelchair users; and for Item #8 that METRO request that a study be performed on the issue of how missed or denied trips should be counted.

Discussion:

The Board concurred with Staff recommendations and after discussing the issues that do not directly apply to METRO, the Board agreed that METRO should issue a general statement at the beginning, without responding to each item individually, indicating that as a public transit provider METRO supports all forms of public transportation to be fully accessible.

5-1.6

9. **CONSIDERATION OF RESPONSE TO RECOMMENDATIONS OF THE PARATRANSIT COORDINATION TASK FORCE**

Will be included in the June 23, 2006 Board Packet.
No questions or comments.

10. **CONSIDERATION OF MODIFICATIONS TO THE PARACRUZ CUSTOMER GUIDE**

Will be included in the June 23, 2006 Board Packet.
No questions or comments.

11. **CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT FOR SCHEDULE OPTIMIZATION AND TRAINING IN HASTUS 2006**

Will be included in the June 23, 2006 Board Packet.
No questions or comments.

12. **CONSIDERATION OF ADOPTION OF AN OPERATING BUDGET FRAMEWORK FOR FY 2007 – FY 2011**

Will be included in the June 23, 2006 Board Packet.
No questions or comments.

13. **CONSIDERATION OF ADOPTION OF A MAJOR CAPITAL PROJECTS PLAN FOR FY 2007 – FY 2011**

Will be included in the June 23, 2006 Board Packet.
No questions or comments.

14. **CONSIDERATION OF DETOUR OPTIONS FOR HIGH STREET CLOSURE DUE TO CONSTRUCTION**

Summary:

Mark Dorfman gave a PowerPoint presentation and reported that High Street is scheduled to be closed from June 19 through October 27, 2006. This project necessitates the need to reduce High Street to one-way traffic westbound only from June 19 through September 15, 2006, with UCSC going back into session the following week.

Staff has determined that the best detour option is to operate a one-way loop up to UCSC, returning on Bay Street to Mission Street inbound with some modification if there is heavy congestion at Bay and Mission in the afternoon.

Staff also requested that the Board authorize letters to be sent to every Public Works department of the cities and county, as well as to Cabrillo and UCSC, requesting that METRO be involved

5-1.7

earlier in the construction planning process going forward so that METRO can fully evaluate options for routing detours.

ACTION: MOTION: DIRECTOR ROTKIN SECOND: DIRECTOR STONE

Approve the detour plan necessitated by the westbound High Street closure; Authorize letters be sent to every Public Works department of the cities and county, as well as to Cabrillo and UCSC, requesting that METRO be involved earlier in the construction planning process going forward so that METRO can fully evaluate options for routing detours

Motion passed unanimously with Directors Bustichi and Keogh being absent.

15. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel

Margaret Gallagher reported that that the Board would have a conference with its Labor Negotiators regarding SEIU, Local 415, and UTU, Local 23, ParaCruz Division; that Item #2 on today's Closed Session Agenda had been deleted; and that the Board would be conducting a Public Employee Performance Evaluation of the District Counsel.

16. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

None.

SECTION II: CLOSED SESSION

Vice Chair Tavantzis adjourned to Closed Session at 10:28 a.m. and reconvened to Open Session at 11:06 a.m.

SECTION III: RECONVENE TO OPEN SESSION

17. REPORT OF CLOSED SESSION

Chair Rotkin reported that the Board took no reportable action in Closed Session.

ADJOURN

There being no further business, Vice Chair Tavantzis adjourned the meeting at 11:06 a.m.

Respectfully submitted,



CINDI THOMAS
Administrative Services Coordinator

5-1.8

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes- Board of Directors

June 23, 2006

A Regular Meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District met on Friday, June 23, 2006 at the Santa Cruz City Council Chambers, 809 Center Street, Santa Cruz, CA.

Chair Rotkin called the meeting to order at 9:03 a.m.

SECTION 1: OPEN SESSION

1. ROLL CALL:

DIRECTORS PRESENT

Jan Beautz (arrived after roll call)
Dene Bustichi
Michelle Hinkle
Mike Keogh
Kirby Nicol
Emily Reilly
Mike Rotkin
Dale Skillicorn
Pat Spence
Mark Stone
Marcela Tavantzis

DIRECTORS ABSENT

Ex-Officio Wes Scott

STAFF PRESENT

Ciro Agguire, Operations Manager
Mark Dorfman, Assistant General Manager
Mary Ferrick, Base Superintendent
Margaret Gallagher, District Counsel
Steve Paulson, Paratransit Administrator

Elisabeth Ross, Finance Manager
Robyn Slater, Human Resources Manager
Tom Stickel, Maintenance Manager
Les White, General Manager

EMPLOYEES AND MEMBERS OF THE PUBLIC WHO VOLUNTARILY INDICATED THEY WERE PRESENT

Scott Galloway, Mgmt Retirees
Ian McFadden, SEA
Paul Marcelin-Sampson, MAC
Thomas Phillips, Bus Operator
Bev Poteete, UTU Retiree
Will Regan, VMU

Emery Ross, Mgmt Retiree
Paul Schraeder, Mgmt Retiree
Katherine Stockton, UCSC Student
April Warnock, ParaCruz
Amy Weiss, Spanish Interpreter

5-1.9

2. ORAL AND WRITTEN COMMUNICATION

Written:

- | | | | |
|----|-------------------------|-----|---|
| a. | Ken Holstein | Re: | Aptos Bus Stop |
| b. | Jane Simpson | Re: | Soquel Bus Stop |
| c. | <u>Betty Vierra</u> | Re: | <u>Transportation Funding Task Force Comments</u> |
| d. | <u>Doug Center</u> | Re: | <u>Retiree Medical Premiums</u> |
| e. | <u>Ed van der Zande</u> | Re: | <u>Retiree Medical Premiums</u> |

Oral:

Katherine Stockton, UCSC Student, reported that she and four other students of the Environmental Studies Program did a study for their senior project on whether low-income communities in Watsonville find METRO's bus services adequate and accessible. Ms. Stockton distributed the report to the Board, which is attached to the file copy of these minutes. The study found that Watsonville is not equitably served by METRO compared to Santa Cruz and also gave recommendations. Ms. Stockton also offered to email to METRO a 60-page document of the study findings.

DIRECTOR BEAUTZ ARRIVED

Director Nicol gave a follow-up report on the Bay & Rosedale bus stop issue that was brought up at the last Board Meeting. Director Nicol reported that Tom Stjckel had suggested that the stop be relocated to the corner of Bay and Monterey, which the Capitola City Council has approved.

Bev Poteete, UTU Retiree, expressed concern over the retiree medical rate increase and feels it is a breach of contract. Ms. Poteete urged the Board to reinstate retiree medical coverage at the level retired under.

Emery Ross, Management Retiree, expressed concern over the retiree medical issue and suggested that retirees meet every six months in order to receive a stipend that would offset the medical premiums. Mr. Ross said he looks forward to meeting with management on this and said he would be available today on the informational picket line on Encinal Street.

Scott Galloway, Management Retiree, read a letter to the Board, which is attached to the file copy of these minutes, expressing his concern over the retiree medical issue. Mr. Galloway urged the Board to treat retirees with respect and renew its commitment to provide for their medical insurance.

Paul Schraeder, Management Retiree, read a letter to the Board, which is attached to the file copy of these minutes, expressing his concern over the retiree medical issue. Mr. Schraeder urged the Board to take a proactive position of protecting METRO's retired employees by continuing to pay for their medical benefits.

3. LABOR ORGANIZATION COMMUNICATIONS

Bonnie Morr, UTU, reiterated the retirees' comments. Ms. Morr said she was very concerned about this issue and that it impacts active employees as well.

5-1.10

4. ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

Page #5-3.1 and a supplemental Staff Report for Item #8 were distributed at today's meeting.

SECTION I:

OPEN SESSION:
ADD TO ITEM #2

ORAL AND WRITTEN COMMUNICATION
(Insert new Written Communication)

CONSENT AGENDA:
ADD TO ITEM #5-1

APPROVE REGULAR BOARD MEETING MINUTES OF APRIL 14 &
28 AND MAY 12 & 26, 2006
(Insert Minutes)

ADD TO ITEM #5-3

ACCEPT AND FILE MAY 2006 RIDERSHIP REPORT
(Insert Page 4. Page 1 will be distributed at the meeting)

INSERT ITEM #5-6

ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR
MARCH 2006 AND APPROVAL OF BUDGET TRANSFERS
(Insert Staff Report)

INSERT ITEM #5-7

ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR MARCH
2006
(Insert Report)

INSERT ITEM #5-9

ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ
SERVICE UPDATE FOR MONTH OF APRIL 2006
(Insert Report)

INSERT ITEM #5-12

ACCEPT AND FILE PROGRESS REPORT ON THE STATUS OF
METRO'S WORKERS' COMPENSATION PROGRAM ONE YEAR
AFTER METRO'S TRANSITION TO ITS CURRENT THIRD PARTY
ADMINISTRATOR
(Insert Staff Report)

DELETE ITEM #5-16

CONSIDERATION OF APPOINTMENT OF NAOMI GUNTHER TO
THE METRO ADVISORY COMMITTEE (MAC) BY DIRECTOR
ROTKIN TO FILL VACANCY OF JEFF LE BLANC
(Deleted: Action taken at the June 9, 2006 Board Meeting)

ADD ITEM #5-17

CONSIDERATION OF APPROVAL OF MODIFICATIONS TO THE
PARATRANSIT OPERATOR CLASS SPECIFICATION
(Insert Staff Report)

REGULAR AGENDA:
ADD TO ITEM #7

CONSIDERATION OF RESOLUTION APPROVING FY 06-07 AND FY
07-08 FINAL BUDGET
(Insert Supplemental information)

INSERT ITEM #9

CONSIDERATION OF RESPONSE TO RECOMMENDATIONS OF
THE PARATRANSIT COORDINATION TASK FORCE
(Insert Staff Report)

5-1.11

- INSERT ITEM #10** CONSIDERATION OF MODIFICATIONS TO THE **PARATRANSIT PLAN REFERRED TO AS THE PARACRUZ CUSTOMER GUIDE**
(Insert Staff Report)
- DELETE ITEM #11** CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT FOR SCHEDULE OPTIMIZATION AND TRAINING IN HASTUS 2006
(Deleted: Will be included on a future Board Agenda)
- DELETE ITEM #12** CONSIDERATION OF ADOPTION OF AN OPERATING BUDGET FRAMEWORK FOR FY 2007 – FY 2011
(Combined with Item #13)
- INSERT ITEM #13** CONSIDERATION OF **ADOPTION OF AN OPERATING BUDGET FRAMEWORK AND A MAJOR CAPITAL PROJECTS PLAN** FOR FY 2007 – FY 2011
(Insert Staff Report)
- DELETE ITEM #14** CONSIDERATION OF DETOUR OPTIONS FOR HIGH STREET CLOSURE DUE TO CONSTRUCTION
(Deleted: Action taken at the June 9, 2006 Board Meeting)
- ADD ITEM #15** CONSIDERATION OF **APPROVAL OF MODIFICATIONS TO THE BYLAWS OF THE METRO ADVISORY COMMITTEE TO PROVIDE FOR STAGGERED TERMS FOR MEMBERS AND TO CLARIFY CONDITIONS FOR MEMBERSHIP CONDITIONS**
(Insert Staff Report)
- ADD ITEM #16** ACCEPT REPORT REGARDING **SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION'S TRANSPORTATION FUNDING TASK FORCE**
(Insert Written Material)

CONSENT AGENDA

- 5-1. APPROVE REGULAR BOARD MEETING MINUTES APRIL 14 & 28 AND MAY 12 & 26, 2006
- 5-2. ACCEPT AND FILE PRELIMINARILY APPROVED CLAIMS FOR THE MONTH OF MAY 2006
- 5-3. ACCEPT AND FILE MAY 2006 RIDERSHIP REPORT
- 5-4. CONSIDERATION OF TORT CLAIMS: None
- 5-5. ACCEPT AND FILE THE METRO ADVISORY COMMITTEE (MAC) AGENDA FOR JUNE 21, 2006
- 5-6. ACCEPT AND FILE MONTHLY BUDGET STATUS REPORT FOR MARCH 2006 AND APPROVAL OF BUDGET TRANSFERS
- 5-7. ACCEPT AND FILE HIGHWAY 17 STATUS REPORT FOR MARCH 2006
- 5-8. ACCEPT AND FILE PARACRUZ OPERATIONS STATUS REPORT FOR THE MONTH OF MARCH 2006
- 5-9. ACCEPT AND FILE UNIVERSITY OF CALIFORNIA, SANTA CRUZ SERVICE UPDATE FOR MONTH OF APRIL 2006

5-1.12

- 5-10. ACCEPT AND FILE MINUTES REFLECTING VOTING RESULTS FROM APPOINTEES TO THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION FOR THE MAY 2006 MEETING
- 5-11. ACCEPT AND FILE METROBASE STATUS REPORT
- 5-12. ACCEPT AND FILE PROGRESS REPORT ON THE STATUS OF METRO'S WORKERS' COMPENSATION PROGRAM ONE YEAR AFTER METRO'S TRANSITION TO ITS CURRENT THIRD PARTY ADMINISTRATOR
- 5-13. CONSIDERATION OF RENEWAL OF PROPERTY INSURANCE COVERAGE FOR FY 06-07
- 5-14. CONSIDERATION OF AUTHORIZING THE GENERAL MANAGER TO EXECUTE A RENEWAL OF CONTRACT WITH CECY INSURANCE SERVICES REPRESENTING STANDARD INSURANCE COMPANY FOR EMPLOYEE LIFE & ACCIDENTAL DISMEMBERMENT INSURANCE
- 5-15. CONSIDERATION OF CONFIRMING A CONSTRUCTION CHANGE ORDER FOR ARNTZ BUILDERS IN THE AMOUNT OF \$821.69
- 5-16. DELETED: ACTION TAKEN AT THE JUNE 9, 2006 BOARD MEETING
(CONSIDERATION OF APPOINTMENT OF NAOMI GUNTHER TO THE METRO ADVISORY COMMITTEE (MAC) BY DIRECTOR ROTKIN TO FILL VACANCY OF JEFF LE BLANC)
- 5-17. CONSIDERATION OF APPROVAL OF MODIFICATIONS TO THE PARATRANSIT OPERATOR CLASS SPECIFICATION

Director Beautz requested that the Dropped Service Report on page #5-3.4 be formatted differently going forward to make it easier to understand. Les White directed Ian McFadden to meet with Director Beautz on this.

Regarding Item #5-15, Director Keogh asked if the \$821.69 change order would be charged to RNL Design, the architectural firm. Les White replied that it is a valid expense that should be paid to Arntz Builders, but the question is whether RNL is responsible for it.

Chair Rotkin stated that the motion would include approving the Change Order and authorizing Staff to recover the Change Order amount from RNL if it is determined that RNL is responsible, with Staff to report back to the Board on this.

Regarding Item #5-13, Director Nicol asked if the insurance brokerage was questioned about the 5% increase over last year's premium. Elisabeth Ross replied that 3 different quotes were received and that the property coverage value was increased, which would account for the rate increase.

ACTION: MOTION: DIRECTOR NICOL SECOND: DIRECTOR REILLY

Approve the Consent Agenda; Approve the \$821.69 Change Order in Item #5-15 and authorize Staff to recover this amount from RNL if it is determined that RNL is responsible, with Staff to report back to the Board on this issue

Motion passed unanimously with all Directors present.

5-1.13

REGULAR AGENDA

6. PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

The following employees were awarded longevity certificates for their years of service:

TEN YEARS

Thomas Phillips, Bus Operator
Robert Allen, Bus Operator
Peter Lewis, Bus Operator
Manuel Ramirez, Bus Operator

Les White announced that Mary Ferrick had recently been appointed as METRO's new Base Superintendent, replacing Judy Souza who retired after over 32 years of service.

7. CONSIDERATION OF RESOLUTION APPROVING FY 06-07 AND FY 07-08 FINAL BUDGET

Summary:

Elisabeth Ross reported that today's Board Packet contains an updated recommendation and supplemental report. Ms. Ross pointed out a typo on page #7.d3 where \$2,221.00 is omitted from the top line labeled District Service Awards for FY 07-08. Although this number is omitted on the attachment, it is included in the budget.

Discussion:

Les White clarified for Vice Chair Tavantzis that METRO would maintain the hourly rate of any shuttle agreements already in place.

ACTION: MOTION: DIRECTOR STONE SECOND: DIRECTOR REILLY

Adopt Resolution approving the Final Budget for FY 06-07 and FY 07-08 as presented by Staff in Attachment B; Authorize Board member travel in FY 06-07 as described in Attachment C; Approve the Employee Incentive Program as presented in Attachment D; Authorize staffing levels as listed in Attachment E; and Authorize the shuttle billing rate for FY 06-07 at \$68.00 per hour

Director Nicol stated that he would not be voting for this item because he believes the Board has a responsibility to direct Staff to prepare a balanced budget without carrying over a deficit and borrowing from reserves each year.

Chair Rotkin explained that the choice is to either make cuts at the beginning of each year only to be added back in mid-year when anticipated funds are actually received, or to trust Staff's projections. Director Keogh stated that he does not remember ever not having a balanced budget at year-end. Les White added that due to the carry-over each year, METRO has not had to

5-1.14

borrow from reserves the last two years and that Staff's five-year budget plan balances the budget in the third year.

Motioned passed by roll call vote with Directors Beautz, Bustichi, Hinkle, Keogh, Reilly, Rotkin, Skillicorn, Spence, Stone, and Tavantzis voting yes and with Director Nicol voting no.

8. CONSIDERATION OF RESPONSIVE COMMENTS TO DEPARTMENT OF TRANSPORTATION'S (DOT) NOTICE OF PROPOSED RULEMAKING DATED FEBRUARY 27, 2006 RE REQUEST FOR COMMENTS ON OTHER ISSUES

Summary:

Margaret Gallagher reported that the supplemental report distributed today incorporates input from the Board, MAC and the public regarding comments requested by the Department Of Transportation in its Notice of Proposed Rulemaking (NPRM) dated February 27, 2006. Final responses are being prepared for consideration by the Board at its first meeting in July to meet the response deadline of July 28, 2006. No action is required today.

Discussion:

Director Keogh stated that he feels MAC has done an extraordinary job in providing feedback to the Board and asked Ms. Gallagher for clarification on denied trips. Ms. Gallagher replied that the agency might not have a vehicle available for the first segment of a customer's trip, although it is able to provide service for the remaining segments later in the same day. Les White added that there currently is an unbalanced standard regarding counting missed and denied trips, which is why METRO is suggesting that a study be performed on this issue. If four trip segments are scheduled and the agency denies the first segment, it is counted as four denied trips. If the customer misses all four segments, it is counted as one missed trip.

9. CONSIDERATION OF RESPONSE TO RECOMMENDATIONS OF THE PARATRANSIT COORDINATION TASK FORCE

Summary:

Steve Paulson reported that during the Spring of 2004 the RTC established the Paratransit Coordination Task Force (PCTF) to address issues regarding the network of specialized transportation services in Santa Cruz County. At the conclusion of the meetings, recommendations that were identified by the PCTF as METRO's responsibility were forwarded to METRO for comment. MAC reviewed these recommendations and presented their recommended responses to the Board in March 2006. Staff recommends forwarding the responses from both MAC and Staff, as presented in the Staff Report.

Mr. Paulson reported that there were two areas that would benefit from further review: 1) how METRO promotes and provides mobility training, and 2) how customer service information is provided.

5-1.15

Several of the PCTF recommendations, especially those related to eligibility determination, program oversight, and service integration could have very dramatic economic consequences for METRO.

Discussion:

Paul Marcelin-Sampson stated that he was present to answer any questions about the MAC recommendations in the absence of Bob Yount, MAC Chair and Norm Hagen, MAC Vice Chair.

Chair Rotkin stated that he feels it is critical that METRO take a sharper position and send a clear, strong message of opposition regarding the more controversial or problematic recommendations.

Director Nicol asked if the main concern was funding availability. Les White replied that part of it is funding availability and part of it is the level of the outside control and direction that would come with the funding.

Director Beautz commented that it is good to include MAC's responses showing METRO has its own advisory body and does not need another one.

ACTION: MOTION: DIRECTOR BEAUTZ SECOND: DIRECTOR REILLY

Authorize Staff to forward responses to the recommendations of the Paratransit Coordination Task Force to the Regional Transportation Commission. Direct Staff to bring back additional comments to the Board with clearer and stronger language of METRO's opposition regarding the more controversial or problematic recommendations

Director Stone stated that the response letter could say that the responses are not necessarily the Board's position and that the Board would be submitting its own comments.

Director Reilly agreed with Director Stone and stated that the RTC is expecting a strong response from METRO.

Motion was withdrawn and item was continued to next month by consensus with Staff to bring back a report next month with refined responses and a draft letter.

10. **CONSIDERATION OF MODIFICATIONS TO THE PARATRANSIT PLAN REFERRED TO AS THE PARACRUZ CUSTOMER GUIDE**

Summary:

Steve Paulson reported that the existing ParaCruz Customer Guide was adopted in 2002, after which time the policies and procedures to run the service were developed. Modifications to the original content are intended to provide customers and the community with a more clear understanding of the service provided by METRO ParaCruz including changes to the No Show Policy, more information on eligibility renewal, increased mention of the connection between fixed route and Paratransit, clarification of what a Paratransit driver will and will not do, clarification of "will call returns", clarification of the service provided to a personal care attendant (PCA),

5-1-16

expectations of service animal behavior, and added language regarding customer conduct or courtesy.

Les White reported that that MAC and E & D TAC will have an opportunity to review the proposed modifications and provide input before it comes back to the Board for adoption.

Discussion:

Paul Marcelin-Sampson stated that he was impressed with the changes and revisions and that they provide clarity. Mr. Marcelin-Sampson urged that the Board emphasize that there has been a good-faith effort on the part of the District to improve this document.

Bonnie Morr, UTU, stated that there have been no formal meetings with the union about how some of the changes would affect working conditions. Chair Rotkin suggested that she contact Staff to request a meeting. Les White asked Ms. Morr to list her concerns to be addressed.

Director Reilly stated that she believes that that no show policy should be very clear.

Margaret Gallagher added that no action is requested today and that a revised report will come back to the Board which will include input from MAC, E&D TAC and the union.

13. CONSIDERATION OF ADOPTION OF AN OPERATING BUDGET FRAMEWORK AND A MAJOR CAPITAL PROJECTS PLAN FOR FY 2007 – FY 2011

Summary:

Les White reported that the adoption of the proposed Operating and Capital Financial Framework will provide direction to METRO Staff with regard to guidelines for the development of future operating budgets and planning for capital projects. As conditions and circumstances change, it is anticipated that the Board of Directors would modify the Operating and Capital Financial Framework to reflect the changes.

Discussion:

Bonnie Morr, UTU, commented that this document does not address increased service, which she feels is important. Ms. Morr said that she feels METRO should be making a major marketing effort and pushing forward to promote alternative transportation.

Paul Marcelin-Sampson stated that he supports the plan and encouraged current and future Board members not so succumb to the temptation of starving the Capital Budget.

Director Stone stated that it is good to see this type of plan and suggested some type of tracking system regarding the Board's financial decisions, external funding changes, and their outcomes.

Les White suggested that an annual report on Board financial actions and funding could be included in the budget process.

5-1.17

Director Nicol stated that he felt the Board should adopt a policy of not approving an unbalanced operating budget in the future.

Chair Rotkin stated that he feels it is important that the RTC reinstate a policy to distribute 85% of supplemental TDA funds to METRO.

ACTION: MOTION: DIRECTOR TAVANTZIS SECOND: DIRECTOR REILLY

Adopt the framework plan for the METRO Capital and Operating Budgets for the period 2007 - 2011

Motion passed unanimously with all Directors present.

15. CONSIDERATION OF APPROVAL OF MODIFICATIONS TO THE BYLAWS OF THE METRO ADVISORY COMMITTEE TO PROVIDE FOR STAGGERED TERMS FOR MEMBERS AND TO CLARIFY CONDITIONS FOR MEMBERSHIP CONDITIONS

Summary:

Les White reported that this report proposes amending the MAC Bylaws to change the term of office for MAC members to two years from the date of appointment which would result in staggered terms, remove the term limit restriction, and exempt individuals who work for UCSC, but are not employed by TAPS, from the Article 3.1 employment restriction.

ACTION: MOTION: DIRECTOR TAVANTZIS SECOND: DIRECTOR BEAUTZ

Approve modifications to the Bylaws of the METRO Advisory Committee (MAC) to change the term of office for MAC members to two years from the date of appointment which would result in staggered terms, remove the term limit restriction, and exempt individuals who work for UCSC, but are not employed by TAPS, from the Article 3.1 employment restriction

Director Spence requested that Staff send a letter to each Mac member and their appointing Director when their term is about to expire.

Motion passed unanimously with all Directors present.

16. ACCEPT REPORT REGARDING SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION'S TRANSPORTATION FUNDING TASK FORCE

Summary:

Director Spence gave a report on the TFTF and reported that there is a possibility of adding three more meetings to explain transit funding mechanisms and traffic flow. On Director Spence's recommendation, Chair Rotkin presented Paul Marcelin-Sampson with a Certificate of Appreciation on behalf of the Board for his participation and attendance as the Board's consumer appointee to the TFTF.

5-1.18

17. REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION: District Counsel

Margaret Gallagher reported that that the Board would have a conference with its Labor Negotiators regarding SEIU, Local 415, and UTU, Local 23, ParaCruz Division; and that Item #2 on today's Closed Session Agenda had been deleted.

18. ORAL AND WRITTEN COMMUNICATIONS REGARDING CLOSED SESSION

April Warnock, ParaCruz Scheduling and Reservations Supervisor, asked the Board to keep in mind, while considering the progress of labor negotiations, that ParaCruz is a dedicated hard working group that realized that their current wage structure was inherited and ask that the Board consider wage parity with other employee groups at METRO. Ms. Warnock informed the Board that long-time ParaCruz employees are making less than entry level wages of other METRO employees.

SECTION II: CLOSED SESSION

Chair Rotkin adjourned to Closed Session at 11:49 a.m. and reconvened to Open Session at 12:59 p.m.

SECTION III: RECONVENE TO OPEN SESSION

19. REPORT OF CLOSED SESSION

Chair Rotkin reported that the Board took no reportable action in Closed Session.

ADJOURN

There being no further business, Chair Rotkin adjourned the meeting at 1:00 p.m.

Respectfully submitted,



CINDI THOMAS
Administrative Services Coordinator

5-1.19

SANTA CRUZ METROPOLITAN VISIT DISTRICT
 CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR COAST COMMERCIAL BANK

DATE: 07/01/06 THRU 07/31/06

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
19059M07/02/06		331,905.57	502	CA PUBLIC EMPLOYEES'		8818	JULY MEDICAL	331,905.57	MANUAL
19060	07/07/06	86.52	001	SBC		8730	JUNE PHONES OPS	86.52	
19061	07/07/06	42,987.50	001035	HARRIS & ASSOCIATES		8731	MB MAY 06 PROF. SVC	42,987.50	
19062	07/07/06	3,719.58	001036	STANDARD INSURANCE COMPANY		8732	JULY LIFE/AD&D INS	3,719.58	
19063	07/07/06	11,859.98	001043	VISION SERVICE PLAN		8733	JULY VISION INS	11,859.98	
19064	07/07/06	1,459.07	001063	NEW FLYER INDUSTRIES LIMITED		8690	REV VEH PARTS 818	817.61	
						8691	REV VEH PARTS 454	453.80	
						8692	REV VEH PARTS 100	99.78	
						8693	REV VEH PARTS 42	42.12	
						8694	REV VEH PARTS 4	3.64	
						8695	PARTS & SUPPLIES 42	42.12	
19065	07/07/06	7,917.82	001203	GREYHOUND LINES, INC.		8734	JULY 06-JUNE 07 RENT	7,917.82	
19066	07/07/06	951.18	001315	WASTE MANAGEMENT		8735	JUNE KINGS VILLAGE	154.56	
						8736	JUNE MT HERMON/KINGS	44.10	
						8737	JUNE RESEARCH PARK	170.56	
						8738	JULY-SEPT BIG BASIN	50.53	
						8739	JULY-AUG AIRPORT/FDM	480.90	
						8740	JULY\AUG LOMOND/HW	50.53	
19067	07/07/06	79,774.24	001316	DEVCO OIL		8696	JUN 16-30 FUEL	79,774.24	
19068	07/07/06	2,484.98	001346	CITY OF SANTA CRUZ		8741	PARKING DEF FEES	1,211.10	
						8742	COOP RETAIL MGMT	1,273.88	
19069	07/07/06	5,000.00	001365	BORTNICK, ROBERT S. & ASSOC.	7	8726	CALL STOP SURVEY	5,000.00	
19070	07/07/06	889.20	001379	SAFETY-KLEEN SYSTEMS, INC.		8743	HAZ WASTE DISPOSAL	889.20	
19071	07/07/06	344.97	001454	MONTEREY BAY OFFICE PRODUCTS		8744	3/1-5/31 COPIER/ADM	344.97	
19072	07/07/06	12,235.31	001648	STEVE'S UNION SERVICE		8745	JUNE FUEL / PT	12,235.31	
19073	07/07/06	10.92	001711	MOHAWK MFG. & SUPPLY CO.		8697	REV VEH PARTS	10.92	
19074	07/07/06	480.49	001976	SPORTWORKS NORTHWEST, INC.		8698	REV VEH PARTS	480.49	
19075	07/07/06	3,784.27	001A	SBC/MCI		8746	JUNE PHONES / PT	496.99	
						8747	JUNE PHONES / PT	46.27	
						8748	JUNE PHONES	1,754.04	
						8749	JUNE PHONES / IT	1,486.97	
19076	07/07/06	228.81	002063	COSTCO		8699	PHOTO PROC. OPS	19.12	
						8700	PHOTO PROC. OPS	28.85	
						8750	OFFICE SUPPLIES/ FIN	18.63	
						8751	OFFICE SUPPLIES/ FIN	162.21	
19077	07/07/06	2,397.74	002106	AMERICAN SUPPLY COMPANY		8752	CLEANING SUPPLIES	2,397.74	
19078	07/07/06	205.36	002161	APPLIED INDUSTRIAL TECH		8753	REPAIRS/MAINTENANCE	205.36	
19079	07/07/06	2,500.00	002267	SHAW & YODER, INC.		8754	MAY LEGISLATIVE SVCS	2,500.00	
19080	07/07/06	1,650.00	002287	CALIFORNIA SERVICE EMPLOYEES		8755	JULY MEDICAL	1,650.00	
19081	07/07/06	2,964.50	002313	HARTSELL & OLIVIERI	7	8756	TRANSCRIPTS / HRD	2,964.50	
19082	07/07/06	123.00	002388	DOGHERRA'S	7	8701	TOW #196	123.00	
19083	07/07/06	396.82	002459	SCOTTS VALLEY WATER DISTRICT		8757	04/06-06/06 KINGS	396.82	
19084	07/07/06	77,047.52	002569	COMERICA BANK		8758	WORK COMP FUND	77,047.52	
19085	07/07/06	6,055.64	002823	PAT PIRAS CONSULTING	7	8759	PROF SVCS THRU 6/30	6,055.64	
19086	07/07/06	5,450.02	002829	VALLEY POWER SYSTEMS, INC.		8702	REV VEH PARTS	482.83	
						8703	REV VEH PARTS	704.06	
						8704	REV VEH PARTS	363.56	
						8705	REV VEH APRTS	3,899.57	
19087	07/07/06	3,188.12	002854	ROSSI'S BODY SHOP & TOWING		8706	OUT RPR/#116	3,188.12	

5-2.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
 CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR COAST COMMERCIAL BANK

DATE: 07/01/06 THRU 07/31/06

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
19088	07/07/06	5,422.67	009	PACIFIC GAS & ELECTRIC		8760	5/16-6/14 RESEARCH	976.74	
						8761	6/3-6/29 370 ENCINAL	2,586.19	
						8762	6/1-6/30 1200 RIVER	1,841.76	
						8763	6/1-6/30 110 VERNON	17.98	
						8708	REV VEH PARTS	90.56	
19089	07/07/06	90.56	013	MCI SERVICE PARTS, INC.		8764	JULY ALARMS	418.61	
19090	07/07/06	418.61	020	ADT SECURITY SERVICES INC.		8765	JUNE PRINTING /METRO	791.83	
19091	07/07/06	1,042.97	039	KINKO'S INC.		8766	JUNE PRINTING /METRO	251.14	
						8767	OUT REPAIR/FIRE EXT	48.05	
19092	07/07/06	48.05	051	SANTA CRUZ FIRE EQUIPMENT	7	8709	CLASS ADV./FLT	382.62	
19093	07/07/06	382.62	061A	REGISTER PAJARONIAN		8768	OUT RPR-BLD/GROUNDS	191.00	
19094	07/07/06	191.00	067	ROTO-ROOTER		8769	JUNE LOCKS / KEYS	159.05	
19095	07/07/06	159.05	074	KENVILLE LOCKSMITHS	7	8770	CLEANING SUPPLIES	1,722.58	
19096	07/07/06	1,722.58	075	COAST PAPER & SUPPLY INC.		8771	5/31-6/27 920 PACIF	107.32	
19097	07/07/06	5,993.53	079	SANTA CRUZ MUNICIPAL UTILITIES		8772	5/31-6/27 920 PACIF	2,233.41	
						8773	5/25-6/23 ENCINAL	809.44	
						8774	5/25-6/23 ENCINAL	107.23	
						8775	5/25-6/23 1200 RIVER	1,947.80	
						8776	5/25-6/26 138 GOLF	788.33	
						8711	PARTS & SUPPLIES	47.84	
19098	07/07/06	47.84	104	STATE STEEL COMPANY		8712	REV VEH PARTS	532.17	
19099	07/07/06	1,884.64	117	GILLIG CORPORATION		8713	REV VEH PARTS	1,352.47	
						8729	PETTY CASH/OPS	183.70	
19100	07/07/06	183.70	122	SCMTD PETTY CASH - OPS		8714	CLEANING SUPPLIES	1,454.24	
19101	07/07/06	1,454.24	148	ZEP MANUFACTURING COMPANY		8777	PRINTING / METRO	3,285.66	
19102	07/07/06	3,285.66	156	PRINT GALLERY, THE		8778	PRINTING / PT	1,087.91	
19103	07/07/06	1,087.91	163	COMMUNITY PRINTERS, INC.		8715	PARTS & SUPPLIES	77.29	
19104	07/07/06	77.29	172	CENTRAL WELDER'S SUPPLY, INC.		8716	COPIER MAINT/OPS	528.67	
19105	07/07/06	528.67	215	IKON OFFICE SOLUTIONS		8779	PRINT BUS PASSES	900.68	
19106	07/07/06	900.68	225	MISSION PRINTERS	7	8780	OUT RPR /DISPLAY CAB	130.21	
19107	07/07/06	130.21	260	SANTA CRUZ GLASS CO., INC.		8781	DOOR SVC / PACIFIC	270.00	
19108	07/07/06	270.00	291	STANLEY ACCESS TECHNOLOGIES		8782	BACKFLOW TESTS	180.00	
19109	07/07/06	180.00	347	HAMM, SCOTT		8783	POWR-ELITE VACUUMS	534.47	
19110	07/07/06	534.47	358	POWR-FLITE		8784	MAY/JUNE MAIL / ADM	81.89	
19111	07/07/06	81.89	372	FEDERAL EXPRESS		8717	MAR-MAY CNG/FLT	31.08	
19112	07/07/06	31.08	418	COUNTY OF SANTA CRUZ		8785	PHOTO SUPPLY / METRO	409.70	
19113	07/07/06	409.70	422	IMAGE SALES INC.		8786	TEMP W/E 6/11 ADMIN	930.00	
19114	07/07/06	1,842.56	432	EXPRESS PERSONNEL SERVICES		8787	TEMP W/E 6/18 ADMIN	912.56	
						8727	EQUIP RENTAL	31.80	
19115	07/07/06	164.42	434	VERIZON WIRELESS-PAGERS		8788	JULY PAGERS / FAC	132.62	
						8718	MT. BIEWLASKI	53.84	
19116	07/07/06	53.84	434B	VERIZON CALIFORNIA		8789	CLEANING SUPPLIES	337.74	
19117	07/07/06	600.83	448	UNISOURCE		8790	COPY PAPER / PT	263.09	
						8710	REV VEH PARTS	6,050.09	
19118	07/07/06	6,050.09	480	DIESEL MARINE ELECTRIC, INC.		8719	REV VEH PARTS	2,430.33	
19119	07/07/06	2,573.61	504	CUMMINS WEST, INC.		8720	REV VEH PARTS	143.28	
						8791	STMT NONPROFIT CORP	20.00	
19120	07/07/06	20.00	562	SECRETARY OF STATE		8792	OUT REPAIR/BUILDING	192.00	
19121	07/07/06	192.00	592	R & S ERECTION OF		8793	REPAIRS/MAINTENANCE	250.32	
19122	07/07/06	250.32	637	FOSTER BROTHERS		8721	FUEL & LUBE/FLT	2,057.79	
19123	07/07/06	2,057.79	664	BAY COUNTIES PITCOCK PETROLEUM					

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
 CHECK JOURNAL DETAIL BY CHECK NUMBER
 ALL CHECKS FOR COAST COMMERCIAL BANK

DATE: 07/01/06 THRU 07/31/06

CHECK NUMBER	CHECK DATE	CHECK AMOUNT	VENDOR	VENDOR NAME	VENDOR TRANS. TYPE	TRANS. NUMBER	TRANSACTION DESCRIPTION	TRANSACTION AMOUNT	COMMENT
19124	07/07/06	70.00	682	WEISS, AMY L.	7	8794	JUNE INTERPRETER	70.00	
19125	07/07/06	1,078.70	733	CLAREMONT BEHAVIORAL SERVICES		8795	JULY EAP PREMIUM	1,078.70	
19126	07/07/06	40.94	760	SCMTD PETTY CASH - PARACRUZ		8796	PETTY CASH/PARACRUZ	40.94	
19127	07/07/06	150.00	788	SCMTD PETTY CASH - FINANCE		8800	PETTY CASH/ FINANCE	150.00	
19128	07/07/06	37,725.25	875	PACIFICARE DENTAL					VOIDED
	07/20/06	-37,725.25				8797	JULY DENTAL	0.00	
19129	07/07/06	1,920.00	878	KELLY SERVICES, INC.		8798	TEMP/ADMIN W/E 6/11	960.00	
						8799	TEMP/FIN W/E 6/18	960.00	
19130	07/07/06	1,683.29	882	PRINT SHOP SANTA CRUZ		8722	PRINTING-OPS	1,596.69	
						8801	PRINTING / RISK	86.60	
19131	07/07/06	2,759.81	909	CLASSIC GRAPHICS		8723	OUT RPR REV VEH	2,759.81	
19132	07/07/06	12.02	932	A.L. LEASE COMPANY, INC.		8802	REPAIRS/MAINTENANCE	12.02	
19133	07/07/06	14,816.32	941	ASSURANT EMPLOYEE BENEFITS		8803	JULY LTD INSURANCE	14,816.32	
19134	07/07/06	423,906.30	948	ARNTZ BUILDERS, INC.		8804	CONST.TO 5/31 MB	423,906.30	
19135	07/07/06	47,100.70	948A	WESTAMERICA BANK TRUST DEPT		8805	MAY RETAINAGE	47,100.70	
19136	07/07/06	16,097.33	977	SANTA CRUZ TRANSPORTATION, LLC		8806	MAY 06 PT SVC	16,097.33	
19137	07/07/06	100.00	B003	BEAUTZ, JAN	7	8809	JUNE BOARD MEETING	100.00	
19138	07/07/06	50.00	B007	KEOGH, MICHAEL	7	8811	JUNE BOARD MEETINGS	50.00	
19139	07/07/06	100.00	B011	REILLY, EMILY	7	8813	JUNE BOARD MEETINGS	100.00	
19140	07/07/06	100.00	B012	SPENCE, PAT	7	8815	JUNE BOARD MEETINGS	100.00	
19141	07/07/06	100.00	B014	CITY OF WATSONVILLE		8817	JUNE BOARD MEETINGS	100.00	
19142	07/07/06	100.00	B015	ROTKIN, MIKE	7	8814	JUNE BOARD MEETINGS	100.00	
19143	07/07/06	100.00	B017	STONE, MARK	7	8816	JUNE BOARD MEETINGS	100.00	
19144	07/07/06	50.00	B018	BUSTICHI, DENE	7	8810	JUNE BOARD MEETINGS	50.00	
19145	07/07/06	100.00	B020	NICOL, KIRBY		8812	JUNE BOARD MEETINGS	100.00	
19146	07/07/06	49.60	E069	TAYLOR, JAMES		8725	IWC PENALTY	49.60	
19147	07/07/06	65.00	E202	BARRAGAN, ALBERTO		8724	DMV MEDICAL	65.00	
19148	07/07/06	64.00	E327	YEPEZ, RICARDO		8807	DRIVERS LICENSE	64.00	
19149	07/07/06	10.00	E383	VALENZUELA, DONNA		8728	VTT FEES	10.00	
19150	07/07/06	64.00	E550	WILLIAMS, VELVET		8808	DRIVERS LICENSE	64.00	
19151M07/07/06		37,725.25	800	DELTA DENTAL PLAN		8954	JULY DENTAL	37,725.25	MANUAL
19152M07/11/06		250.00	963	JULY DENTAL					
				4 LESS TERMITE		8955	INSPECTION FEE	250.00	MANUAL
				INSPECTION FEES					
19153	07/21/06	1,093.18	001048	CRUZ CAR WASH		8878	VEH WASH SVCS/PT	1,093.18	
19154	07/21/06	1,893.59	001052	MID VALLEY SUPPLY		8879	CLEANING SUPPLIES	94.13	
						8880	CLEANING SUPPLIES	1,799.46	
19155	07/21/06	125.00	001062	ALLTERRA ENVIRONMENTAL INC.		8881	MAY 06 PROF SVCS	125.00	
19156	07/21/06	3,868.03	001063	NEW FLYER INDUSTRIES LIMITED		8822	REV VEH PARTS 382	381.50	
						8823	REV VEH PARTS 878	878.06	
						8824	REV VEH PARTS 390	390.32	
						8825	REV VEH PARTS 286	286.24	
						8826	REV VEH PARTS 673	673.38	
						8827	REV VEH PARTS 1178	1,178.29	
						8828	REV VEH PARTS 80	80.24	
19157	07/21/06	11,128.50	001075	SOQUEL III ASSOCIATES	7	9000554	RESEARCH PARK RENT	11,128.50	
19158	07/21/06	7,590.00	001076	BROUGHTON LAND, LLC		9000555	110 VERNON ST RENT	7,590.00	
19159	07/21/06	392.00	001093	KROLL LABORATORY SPECIALISTS		8882	JUNE DRUG TESTING	392.00	
19160	07/21/06	1,407.05	001119	MACERICH PARTNERSHIP LP	7	9000556	CAPITOLA MALL RENT	1,407.05	
19161	07/21/06	6,530.08	001230	CAPITOL CLUTCH & BRAKE, INC.		8829	REV VEH PARTS	4,193.37	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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						8830	REV VEH PARTS	1,760.93	
						8831	REV VEH PARTS	575.78	
						8832	OUT RPR REV VEH	1,012.78	
19162	07/21/06	1,012.78	001263	ABBOTT STREET RADIATOR, INC.					
19163	07/21/06	156.98	001296	LEXISNEXIS MATTHEW BENDER					
19164	07/21/06	73,496.14	001316	DEVCO OIL					
19165	07/21/06	820.65	001492	EVERGREEN OIL INC.					
19166	07/21/06	138.46	001555	MAC TOOLS INC					
19167	07/21/06	46.66	001648	STEVE'S UNION SERVICE					
19168	07/21/06	337.52	001733	STOODLEY'S SMALL ENGINE SERVIC	7				
19169	07/21/06	1,271.73	001800	THERMO KING OF SALINAS, INC					
19170	07/21/06	120.47	001856	BAY COMMUNICATIONS	7				
19171	07/21/06	3,155.50	002035	BOWMAN & WILLIAMS					
19172	07/21/06	172.58	002063	COSTCO					
						8833	7/1-7/16 FUEL FLT	73,496.14	
						8883	HAZ WASTE DISPOSAL	820.65	
						8834	PARTS/SUPP/SM TOOL	138.46	
						8835	JUNE FUEL/FLT	46.66	
						8884	REPAIRS/MAINTENANCE	337.52	
						8836	REV VEH PARTS	1,271.73	
						8885	OUT REPAIR PHONES	120.47	
						8953	TOPO OF BUS TRNARND	3,155.50	
						8837	PHOTO PROC OPS	15.27	
						8838	PHOTO PROC OPS	55.64	
						8839	PHOTO PROC OPS	10.55	
						8886	PHOTO PROCESS/ RISK	28.59	
						8887	OFFICE SUPPLIES/RISK	28.95	
						8888	LOCAL MEETING EXP.	11.65	
						8889	PHOTO PROCESS/ LEGAL	21.93	
19173	07/21/06	26,500.00	002116	HINSHAW, EDWARD & BARBARA	7	9000557	370 ENCINAL RENT	26,500.00	
19174	07/21/06	14,214.64	002117	IULIANO	7	9000558	111 DUBOIS RENT	11,214.64	
						9000559	115 DUBOIS RENT	3,000.00	
19175	07/21/06	27,688.65	002295	FIRST ALARM		8877	SECURITY SERV/JUNE	27,688.65	
19176	07/21/06	1,021.50	002313	HARTSELL & OLIVIERI	7	8948	TRANSCRIPTS/ HRD	1,021.50	
19177	07/21/06	5,774.66	002346	CHANEY, CAROLYN & ASSOC., INC.		8890	JAN-JUNE LEGISLATIVE	774.66	
						8891	JULY LEGISLATIVE SVC	5,000.00	
19178	07/21/06	1,000.00	002352	U.S. POSTAL SERVICE(AMS-TMS)		8892	POSTAGE FOR METER/PT	1,000.00	
19179	07/21/06	575.00	002415	SOLARI RANCH	7	8893	MOF WEED ABATEMENT	575.00	
19180	07/21/06	235.00	002448	CLEAR VIEW, LLC	0	8894	WTC WINDOW CLEANING	235.00	
19181	07/21/06	248.00	002495	CURIALE DELLAVERSON HIRSCHFELD	7	8895	LEGAL SVCS	248.00	
19182	07/21/06	73.97	002504	TIFCO INDUSTRIES		8840	PARTS & SUPPLIES	27.44	
						8841	PARTS & SUPPLIES	46.53	
						8896	JUNE FINGERPRINTS	96.00	
19183	07/21/06	96.00	002567	DEPARTMENT OF JUSTICE		8842	OUT RPR REV VEH	1,924.50	
19184	07/21/06	1,924.50	002607	STAVELEY SERVICES FLUIDS		8897	REPAIRS/MAINTENANCE	295.70	
19185	07/21/06	295.70	002689	B & B SMALL ENGINE		8898	OUT RPR REV VEH/ PT	1,114.18	
19186	07/21/06	1,114.18	002713	SANTA CRUZ AUTO TECH, INC.		8899	6/04-7/03 PHONES/ PT	965.96	
19187	07/21/06	965.96	002721	NEXTEL COMMUNICATIONS		8843	REV VEH PARTS	1,214.13	
19188	07/21/06	1,214.13	002802	BATTERY SYSTEMS		8844	JULY MAINT & REPAIRS	2,436.66	
19189	07/21/06	2,471.46	002805	TELEPATH CORPORATION		8845	OUT RPR EQUIP	34.80	
						8900	MB PLANS / ADM	70.52	
19190	07/21/06	70.52	002817	WATSONVILLE BLUEPRINT		8846	OUT RPR OTHER VEH	114.54	
19191	07/21/06	114.54	002826	HOLIDAY MUFFLER SERVICE		8847	REV VEH PTS/SM TOOL	775.64	
19192	07/21/06	9,731.59	002829	VALLEY POWER SYSTEMS, INC.		8848	OUT RPR REV VEH	8,525.04	
						8849	SMALL TOOLS	430.91	
19193	07/21/06	67.55	004	NORTH BAY FORD LINC-MERCURY		8901	REV VEH PARTS/ PT	67.55	
19194	07/21/06	205.65	007	UNITED PARCEL SERVICE		8850	MAY/JUNE FREIGHT OUT	205.65	
19195	07/21/06	16,590.61	009	PACIFIC GAS & ELECTRIC		8851	5/31-6/30/06 CNG	7,005.20	
						8902	5/13-7/12 KINGS VLG	2,230.29	
						8903	6/6-7/6 920 PACIFIC	2,057.57	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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19196	07/21/06	12,329.31	018		8904	5/27-6/30 111 DUB	5,297.55	
					8852	REV VEH PARTS	4,745.62	
					8853	REV VEH PARTS	7,583.69	
19197	07/21/06	124.65	036		8905	REPAIRS/ MAINTENANCE	124.65	
19198	07/21/06	27.94	039		8947	MAY/JUN PRINTING/RIS	27.94	
19199	07/21/06	2,801.74	041		8854	JUNE UNIF/ LAUND FLT	2,206.27	
					8906	JUNE UNIF/LAUNDRY FA	91.60	
					8907	JUNE UNIF/LAUNDRY FA	425.27	
					8908	JUNE UNIF/LAUNDRY PT	78.60	
					8909	REPAIRS/MAINTENANCE	353.52	
19200	07/21/06	353.52	042		8910	OFFICE SUPPLIES	1,933.45	
19201	07/21/06	1,933.45	043		8911	ADVERTISING HRD	226.08	
19202	07/21/06	226.08	061		8855	CLEANING SUPPLIES	77.94	
19203	07/21/06	77.94	075		8912	JUNE LANDFILL	5.76	
19204	07/21/06	5.76	079		8856	JUNE TIRES/TUBES FLT	19,210.25	
19205	07/21/06	19,210.25	085		8857	PARTS & SUPPLIES	8.64	
19206	07/21/06	72.90	107		8913	REPAIRS/MAINTENANCE	64.26	
19207	07/21/06	2,519.58	110		9000560	CUSTODIAL SERVICES	2,519.58	
19208	07/21/06	5,178.68	117		8858	REV VEH PARTS	5,178.68	
19209	07/21/06	99.91	130		8914	5/23-7/1 RODRIGUEZ	9.70	
					8915	5/23-7/1 SAKATA LN	13.73	
					8916	6/1-7/3 SAKATA LN	76.48	
19210	07/21/06	2,739.18	135		8859	REV VEH PTS/SUP/TOOL	1,945.66	
					8917	REV VEH PARTS/SUPPLY	793.52	
19211	07/21/06	251.74	147		8918	SAFETY SUPPLIES	251.74	
19212	07/21/06	707.25	149		8860	JUNE ADV/FLT	535.90	
					8919	MAY ADVERTISING/ ADM	171.35	
19213	07/21/06	1,226.73	161		8920	REV VEH PARTS/ PT	1,226.73	
19214	07/21/06	339.14	166		8861	REV VEH PARTS & SUPP	24.20	
					8862	REV VEH PTS/SUPP	219.28	
					8921	REPAIRS/MAINTENANCE	95.66	
19215	07/21/06	519.22	170		8863	REV VEH PTS/SUPP	519.22	
19216	07/21/06	113.67	172		8864	PARTS & SUPPLIES	113.67	
19217	07/21/06	34,512.00	174		8922	06/07 PROPERTY INS.	34,512.00	
19218	07/21/06	179.70	215		8923	COPIER MAINT/ PT	179.70	
19219	07/21/06	402.19	282		8924	REPAIRS/MAINTENANCE	402.19	
19220	07/21/06	530.50	294		8865	REV VEH PTS/SUP/TOOL	530.50	
19221	07/21/06	100.00	307		8925	DUES 8/06-8/07	100.00	
19222	07/21/06	234.00	367		8926	TV COVERAGE 06/23/06	234.00	
19223	07/21/06	333.74	395		8927	LETTERHEAD - ADMIN	333.74	
19224	07/21/06	60.43	434		8928	WIRELESS PC CARD	60.43	
19225	07/21/06	3,429.09	480		8866	REV VEH PARTS	3,429.09	
19226	07/21/06	31,654.00	497		8929	7/1/06 6/30/07 DUES	31,654.00	
19227	07/21/06	339,241.59	502		8930	AUG MEDICAL INS	339,241.59	
19228	07/21/06	245.61	504		8867	REV VEH PARTS	245.61	
19229	07/21/06	63.33	546		8931	REPAIRS/MAINTENANCE	63.33	
19230	07/21/06	434,823.00	588		8933	06/07 LIABILITY INS	434,823.00	
19231	07/21/06	70,472.00	588A		8932	06/07 PHYS DAMAGE	70,472.00	
19232	07/21/06	1,209.13	647		8868	REV VEH PARTS	591.40	
					8869	REV VEH PARTS	617.73	

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
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19233	07/21/06	6,179.60	664	BAY COUNTIES PITCOCK PETROLEUM		8870	FUELS & LUBRICANTS	6,179.60	
19234	07/21/06	529.13	711	GLASS DOCTOR	7	8871	OUT RPR REV VEH	529.13	
19235	07/21/06	3,912.00	728	TRITON CONSTRUCTION		8934	CONTAINMENT TESTING	3,912.00	
19236	07/21/06	6,101.58	851	I.M.P.A.C. GOVERNMENT SERVICES		8944	4055019201230622	6,101.58	
19237	07/21/06	2,010.50	852	LAW OFFICES OF MARIE F. SANG	7	8935	WORKERS COMP CLAIMS	2,010.50	
19238	07/21/06	80,901.00	858	CSAC EXCESS INSURANCE AUTHORITY		8936	7/1-6/30 WORKER COMP	80,901.00	
19239	07/21/06	1,920.00	878	KELLY SERVICES, INC.		8937	TEMP/FIN W/E 6/25	960.00	
						8938	TEMP/FIN W/E 7/02	960.00	
19240	07/21/06	6.95	880	SEISINT, INC.		8945	PROF/TECH SVC/RISK	6.95	
19241	07/21/06	37.00	886	ALL PURE WATER		8872	JUNE WATER	37.00	
19242	07/21/06	21,751.60	904	RNL DESIGN		8951	PROF SVCS THRU 5/21	21,751.60	
19243	07/21/06	3,625.45	909	CLASSIC GRAPHICS		8873	OUT RPR REV VEH	3,625.45	
19244	07/21/06	872.00	914	CALTRONICS BUSINESS SYSTEMS		8874	7/06-6/07 COPY MAINT	872.00	
19245	07/21/06	545.00	916	DOCTORS ON DUTY		8939	6/4-6/23 DRUG TESTS	545.00	
19246	07/21/06	956.00	943	CLEAN BUILDING MAINTENANCE		8940	JUNE JANITORIAL SVCS	956.00	
19247	07/21/06	21.65	946	ACME AND SONS		8875	FENCE RENT/DUBOIS	21.65	
19248	07/21/06	236,040.30	948	ARNTZ BUILDERS, INC.		8949	CONST SVC MB TO 6/30	236,040.30	
19249	07/21/06	26,226.70	948A	WESTAMERICA BANK TRUST DEPT		8950	JUNE RETAINAGE	26,226.70	
19250	07/21/06	35.00	960	SANTA CRUZ COUNTY EAC		8941	EMPLOYEE TRAINING	35.00	
19251	07/21/06	100.00	B016	SKILLICORN, DALE	7	8952	JULY BOARD MTG	100.00	
19252	07/21/06	35.00	E600	CALLEN, LOLITA		8943	DRIVERS LICENSE	35.00	
19253	07/21/06	64.00	E880	GRACE, THEODORE		8876	DMV FEES	64.00	
19254	07/21/06	1,863.48	R449	WILLIAMSON, GAVIN		8942	SETTLEMENT/ RISK	1,863.48	
TOTAL		2,786,161.07		COAST COMMERCIAL BANK			TOTAL CHECKS 196	2,786,161.07	

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**Page 1 of the July Ridership Report will
be included in the
August 22, 2006 Board Packet.**

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BUS OPERATOR LIFT TEST *PULL-OUT*

VEHICLE CATEGORY	TOTAL BUSES	AVG # DEAD IN GARAGE	AVG # AVAIL. FOR SERVICE	AVG # IN SERVICE	AVG # SPARE BUSES	AVG # LIFTS OPERATING	% LIFTS WORKING ON PULL-OUT BUSES
FLYER/HIGHWAY 17 - 40'	7	0	7	1	6	1	100%
FLYER/LOW FLOOR - 40'	12	1	11	4	7	4	100%
FLYER/LOW FLOOR - 35'	18	3	15	11	4	11	100%
FLYER/HIGH FLOOR - 35'	15	3	12	0	12	0	100%
GILLIG/SAM TRANS - 40'	10	1	9	0	9	0	100%
DIESEL CONVERSION - 35'	15	2	13	12	1	12	100%
DIESEL CONVERSION - 40'	14	4	10	8	2	8	100%
ORION/HIGHWAY 17 - 40'	11	2	9	7	2	7	100%
GOSHEN	3	1	2	0	2	0	100%
TROLLEY	1	0	1	0	1	0	100%
CNG NEW FLYER - 40'	8	1	7	6	1	6	100%

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

PASSENGER LIFT PROBLEMS

MONTH OF JULY 2006

BUS #	DATE	DAY	REASON
9811LF	8-Jul	Saturday	Has problems when deploying & stowing
2204CG	30-Jul	Sunday	Kneel delay when raising
2215CN	30-Jul	Sunday	Sometimes deploys & stows and sometimes have to hand pull out & put in.
2216CN	29-Jul	Saturday	Coach does not lower before tilting

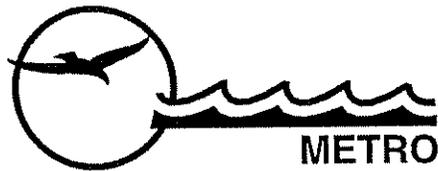
F ew Flyer
 G Gillig
 C hampion
 LF oor Flyer
 GM GMC
 CG CNG
 CN SR855 & SR854
 OR Orion/Hwy 17

Note: Lift operating problems that cause delays of less than 30 minutes.

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**Page 4 of the July Ridership Report will
be included in the
August 22, 2006 Board Packet.**

5-3.4



Agenda METRO Advisory Committee

6:00 pm
August 16, 2006
920 Pacific Avenue
Santa Cruz, California

1. Roll Call
2. Agenda Additions/Deletions
3. Oral/Written Communication
4. Consideration of Minutes of July 19, 2006
5. Ridership Report for June 2006
6. ParaCruz Operations Status Report for April 2006
7. Discussion of ParaCruz Customer Guide changes
8. Discussion of METRO Smoking/Non-Smoking Policy In and Around Transit Centers Including Consideration of Public Opinion
9. Consideration of Need for Security Guards at the Watsonville Transit Center and Whether There is Available Funding
10. Discussion of West Side Proposal
11. Consideration Of Requirements Regarding Priority Seating On The Buses
12. Proposal to End MAC meetings by 7:55 to Allow Transit Riders Time to Board Buses Departing on the Hour
13. Communications to METRO General Manager
14. Communications to METRO Board of Directors
15. Items for Next Meeting Agenda
16. Adjournment

Next Meeting: Wednesday September 20, 2006 @ 6:00 pm
Santa Cruz Metro Conference Room

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SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Minutes - METRO Advisory Committee (MAC)

June 21, 2006

A Regular Meeting of the METRO Advisory Committee (MAC) met on Wednesday, June 21, 2006 at the METRO Center Conference Room, 920 Pacific Avenue, Santa Cruz, CA.

Vice-Chair Norm Hagen called the meeting to order at 6:10 p.m.

1. ROLL CALL:

MEMBERS PRESENT

Dan Alper (left at 8:00pm)
Norm Hagen, Vice-Chair
Paul Marcelin-Sampson
Mara Murphy
Lesley Wright
Dave Williams (arrived after roll call)
Naomi Gunther

MEMBERS ABSENT

Robert Yount, Chair
Stuart Rosenstein
Dennis Papadopulo

VISITORS PRESENT

George Dondero, SCCRTC
Rachel Moriconi, SCCRTC
Pat Piras (via telephone), ADA
504 Consultant

STAFF PRESENT

Les White, General Manager
Mark Dorfman, Assistant General Manager
Steve Paulson, Paratransit Administrator
Ciro Aguirre, Operations Manager
Mary Ferrick, Base Superintendent
Peggy Gallagher, District Counsel

2. AGENDA ADDITIONS/DELETIONS

None.

3. ORAL/WRITTEN COMMUNICATION

Written: Les White introduced Mary Ferrick and Ciro Aguirre to MAC members. Mr. White distributed three pieces of written communication that are attached to the file copy of these minutes: a copy of a letter from John Daugherty, Chair of the Elderly & Disabled Transportation Advisory Committee, in support of the grant application to the Unified Air District for AB2766 funds for holiday service; a staff report that is before the Board of Directors to make two modifications to the bylaws of MAC; and a copy of the 5 Year Operating and Capital Financial Plan.

Oral: Paul Marcelin-Sampson acknowledged new Operations Manager Ciro Aguirre for coming into the District at this time, and expressed his appreciation of Mr. Aguirre's willingness to take on the job. Norm Hagen reiterated the same on behalf of all Committee members.

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4. CONSIDERATION OF MINUTES OF MAY 17, 2006

Norm Hagen stated that as there was no MAC meeting in April, only the minutes from the May MAC meeting would be considered.

ACTION: MOTION: LESLEY WRIGHT SECOND: DAVE WILLIAMS

ACCEPT AND FILE MINUTES OF THE MAY MEETING AS PRESENTED.

Motion passed unanimously with Bob Yount, Dennis Papadopulo and Stuart Rosenstein being absent.

5. RIDERSHIP REPORT OF APRIL 2006

Norm Hagen said that he had requested the April 2006 Ridership Report to gain insight on the status of ridership on route 79. Mark Dorfman said that METRO staff would provide the ridership reports in future MAC Agenda Packets.

Naomi Gunther asked if there was a key to help explain the Ridership Report. Mark Dorfman said that the report and a key would be provided in the MAC Agenda Packets for future meetings, as well as the Paratransit Ridership Report.

6. DISCUSSION OF RTC ALLOCATING SUFFICIENT RESOURCES TO PUBLIC TRANSIT (INVITATION TO GEORGE DONDERO)

Norm Hagen introduced George A. Dondero, the executive director of the Santa Cruz County Regional Transportation Commission, and thanked him for attending. Mr. Dondero thanked MAC for the invitation to speak, stated that he was still learning his way around, and offered a short professional biography. Mr. Dondero talked about the state of transit funding in California over the past five years, the fortuitous nature of the half-cent sales tax in Santa Cruz County, and he described in brief the role of the SCCRTC (RTC), and recent efforts the RTC has undertaken. Mr. Dondero noted that METRO was fortunate to have a General Manager who understood the complex nature of transit funding.

Mr. Dondero distributed two informational items that are attached to the file copy of these minutes: a pie chart that reflected the various funding resources; and a handout describing the TDA allocation to the RTC, which he suggested was evidence that the RTC has been very supportive of METRO. Mr. Dondero and Rachel Moriconi answered questions and took comments upon the conclusion of his remarks. Paul Marcelin-Sampson distributed a handout from the RTC that is attached to the file copy of these minutes, and suggested that it was misleading. Dan Alper voiced his concern that resources were being misdirected to non-essential projects. At the request of Paul Marcelin-Sampson, Pat Piras provided some input regarding working with a transportation planning agency. Norm Hagen expressed his disappointment at the lack of

communication regarding a public meeting of the Transportation Funding Task Force held in Felton.

Rachel Moriconi briefly described the information available on the RTC website, and offered to provide the Committee with an RTC agenda. George Dondero asked if MAC members have email addresses to receive notifications from RTC. Les White suggested that MAC members could receive transit related information from the RTC by voting to providing their email addresses to the RTC. George Dondero also offered to provide a summary of RTC Board meeting actions.

Dan Alper requested that Rachel Moriconi provide transportation funding pie chart examples from other regional transportation agencies. George Dondero thanked MAC for the invitation to speak and both Norm Hagen and Les White thanked Rachel Moriconi and George Dondero for attending the MAC meeting.

ACTION: MOTION: DAVE WILLIAMS SECOND: PAUL MARCELIN-SAMPSON

PROVIDE EMAIL ADDRESSES OF MAC MEMBERS TO SCCRTC FOR THE PURPOSE OF RECEIVING TRANSIT-RELATED INFORMATION AND SUMMARIES OF RTC BOARD MEETINGS.

Motion passed unanimously with Bob Yount, Dennis Papadopulo and Stuart Rosenstein being absent.

7. DISCUSSION OF METRO SMOKING/NON-SMOKING POLICY IN AND AROUND TRANSIT CENTERS INCLUDING CONSIDERATION OF PUBLIC OPINION

The discussion of METRO's Smoking/Nonsmoking policy was postponed until the July 2006 MAC Meeting.

8. DISCUSSION OF THE DOT'S PROPOSED RULE CONCERNING MODIFICATIONS TO THE ADA AND RELATED RULES AFFECTING PUBLIC TRANSPORTATION

Peggy Gallagher distributed an informational item that is attached to the file copy of these minutes, and presented a brief outline of specific DOT-proposed rule changes and how they could affect METRO. A general discussion regarding the proposed changes followed, resulting in the Committee's recommendations to Ms. Gallagher. Ms. Gallagher referenced four questions from the DOT that could have great effect on METRO's Paracruz operations. Ms. Gallagher outlined one of the problems at hand with regards to what is considered a "common wheelchair." Pat Piras said that the issue is not as simple to solve as believed, especially when people are issued wheelchairs that surpass their needs. Ms. Piras explained that one of the problems is that many times a wheelchair-issuing agency will select one chair design -- based on cost -- and issue it regardless if the chair is what the person really needs.

Lesley Wright asked what would be done if someone in a non-standard chair is denied service because of this, and she asked how people are supposed to know if their wheelchair conforms to METRO's specifications, and suggested that maybe transit agencies should offer some sort of training or workshop to help spread the word about what the specifications are for Paratransit-certified wheelchairs. Naomi Gunther asked if the wheelchair specifications are published in Headways and in ParaCruz literature. Steve Paulson said that they were. Lesley Wright said that re-education regarding wheelchair specifications needs to start at the provider level, which should include all hospitals and pharmacies that issue wheelchairs.

Peggy Gallagher asked for comments concerning the method of counting trips. Pat Piras concurred with Peggy's description of the proposed rule change, but said that she opposed a nationwide standard on the grounds that it was untimely, incomplete, and that it lacked a comprehensive overview by people other than bureaucrats. Paul Marcelin-Sampson stated that he agreed with Pat Piras that the method of counting trips would punish districts such as METRO. Mr. Marcelin-Sampson asked that Ms. Gallagher reconsider her recommendation and instead recommend that METRO retain its current system of counting trips.

Dan Alper left the meeting.

ACTION: MOTION: PAUL MARCELIN-SAMPSON SECOND: DAVE WILLIAMS

RECOMMEND THAT THE VICE-CHAIR EXTEND THE MAC MEETING FOR 15 MINUTES.

Motion passed unanimously with Dan Alper, Bob Yount, Dennis Papadopulo and Stuart Rosenstein being absent.

Peggy Gallagher requested that the Committee vote on recommendations regarding the DOT Proposed Rule Changes.

ACTION: MOTION: PAUL MARCELIN-SAMPSON SECOND: DAVE WILLIAMS

RECOMMEND THAT METRO RETAIN THE COMMON WHEELCHAIR DEFINITION; RECOMMEND THAT METRO OPPOSE THE PROPOSED DOT CHANGE IN TRIP COUNTING METHODOLOGY, AND; RECOMMEND THAT THE MAC REVISIT THIS ITEM AT THE JULY 19 MEETING.

Motion passed unanimously with Dan Alper, Bob Yount, Dennis Papadopulo and Stuart Rosenstein being absent.

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9. DISCUSSION OF LOW FLOW TOILETS

Les White presented information of the installation costs and potential savings of low flow toilets in existing METRO-owned properties. Mr. White said that buildings where METRO will not remain for more than a few years will not be retrofitted. Paul Marcelin-Sampson commented that there should be significant savings given the fact that water rates are slated to increase 124%.

ACTION: MOTION: NAOMI GUNTHER SECOND: PAUL MARCELIN-SAMPSON

RECOMMEND INSTALLATION OF LOW FLOW TOILETS IN EXISTING METRO-OWNED PROPERTIES.

Motion passed unanimously with Dan Alper, Bob Yount, Dennis Papadopulo and Stuart Rosenstein being absent.

10. REVIEW OF 5 YEAR OPERATING AND CAPITAL FINANCIAL PLAN

The review of METRO's 5 year Operating and Capital Financing Plan was postponed until the July 2006 MAC Meeting.

11. DISCUSSION OF WEST SIDE PROPOSAL

Les White briefed the committee on the status of the West Side Proposal, stating that the proposal submitted at the May MAC meeting had been forwarded to the Service Planning and Review Committee. Mr. White also said that the earliest that a major change or restructuring could be made would be the Winter bid or possibly even the Spring 07 bid. Mr. White added that the proposal needed to be costed out and there is also a need to look at what the impact of the proposal would be on other options or alternatives.

After Mr. White's briefing, the discussion of the West Side Proposal was postponed until the July 2006 Meeting.

12. COMMUNICATIONS TO METRO GENERAL MANAGER

None.

13. COMMUNICATIONS TO METRO BOARD OF DIRECTORS

None.

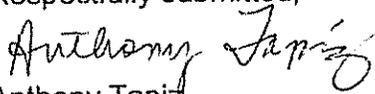
14. ITEMS FOR NEXT MEETING AGENDA

- Discussion of METRO Smoking/Non-Smoking Policy In and Around Transit Centers Including Consideration of Public Opinion
- Discussion of the DOT's Proposed Rule Concerning Modifications to the ADA and Related Rules Affecting Public Transportation.
- Review of 5 Year Operating and Capital Financial Plan
- Discussion of West Side Proposal

ADJOURN

There being no further business, Vice-Chair Hagen thanked everyone for participating, and he adjourned the meeting at 8:15 p.m.

Respectfully submitted,


Anthony Tapiz
ADMINISTRATIVE ASSISTANT

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: August 25, 2006
TO: Board of Directors
FROM: Elisabeth Ross, Finance Manager
SUBJECT: MONTHLY BUDGET STATUS REPORT FOR APRIL 2006 AND APPROVAL OF BUDGET TRANSFERS

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors approve the budget transfers for the period of June 1 - July 31, 2006.

II. SUMMARY OF ISSUES

- Operating revenue for the year to date totals \$27,489,136 or \$254,847 under the amount of revenue expected to be received during the first ten months of the fiscal year.
- Total operating expenses for the year to date in the amount of \$23,938,464 are at 68.8% of the budget.
- A total of \$899,165 has been expended through April 30th for the FY 05-06 Capital Improvement Program.
- No fixed-route bus service was operated from September 27, 2005, to November 2, 2005, due to the strike called by United Transportation Union (UTU), Local 23. ParaCruz continued to operate with full staffing.

III. DISCUSSION

An analysis of the District's budget status is prepared monthly in order to apprise the Board of Directors of the District's actual revenues and expenses in relation to the adopted operating and capital budgets for the fiscal year. The attached monthly revenue and expense report represents the status of the District's FY 05-06 budget as of April 30, 2006. The fiscal year is 83.3% elapsed.

A. Operating Revenues

Revenues are \$254,847 under the amount expected to be received for the period.

No farebox revenue or service contract revenue for fixed-route service was received from September 27, 2005, to November 9, 2005, due to the strike and subsequent fare-free days from November 3-9, 2005. Therefore, passenger revenue is \$1,134,013 below budget for the year to date. However, this is partly offset by the increase in interest income (\$167,791 over budget due

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to higher interest rates) and sales tax revenue (\$683,788 over budget due to higher returns than projected.) Variances are explained in the notes following the report.

B. Operating Expenses

Operating expenses for the year to date total \$23,938,464 or 68.8% of the budget, with 83.3% of the year elapsed. Aside from the ParaCruz operation, only management staff reported to work during the strike along with a small number of key employees represented by Service Employees International Union (SEIU), Local 415. However, all SEIU-represented employees were paid, resulting in continuing payroll and benefit costs. UTU-represented fixed-route bus operators continued to receive paid benefits during the strike. Since wages were not paid to bus operators during the strike, the reduction in expense partially offsets the reduction in passenger revenue. Variances are explained in the notes following the report.

C. Capital Improvement Program

For the year to date, a total of \$899,165 has been expended on the Capital Improvement Program. Of this, \$631,485 has been spent on MetroBase. Since State Transit Assistance (STA) payments are made quarterly to the District, the capital funding appears to greatly exceed the expenses. But STA monies are already accounted for to help with the local share for MetroBase and to fund non-grant capital projects.

IV. FINANCIAL CONSIDERATIONS

The strike called by United Transportation Union, Local 23, began on September 27, 2005, resulting in the immediate cessation of all fixed-route bus service. ParaCruz service continued to operate. The strike impacted revenues and expenses from September 27, 2005 – November 2, 2005. The District offered fare-free days to riders from November 3-9, 2005, impacting revenues.

V. ATTACHMENTS

Attachment A: Revenue and Expense Report for April 2006.

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MONTHLY REVENUE AND EXPENSE REPORT
OPERATING REVENUE - APRIL 2006

Attachment **A**

	FY 05-06 Budgeted for Month	FY 05-06 Actual for Month	FY 05-06 Budgeted YTD	FY 04-05 Actual YTD	FY 05-06 Actual YTD	YTD Variance from Budgeted	
Operating Revenue							
Passenger Fares	\$ 300,900	\$ 236,032	\$ 2,973,068	\$ 2,916,714	\$ 2,361,586	\$ (611,482)	
Paratransit Fares	\$ 24,238	\$ 17,301	\$ 247,990	\$ 204,394	\$ 181,979	\$ (66,011)	
Special Transit Fares	\$ 277,793	\$ 284,472	\$ 1,980,213	\$ 1,930,336	\$ 1,583,454	\$ (396,759)	
Highway 17 Revenue	\$ 89,218	\$ 96,246	\$ 881,346	\$ 881,350	\$ 821,585	\$ (59,761)	
<i>Subtotal Passenger Rev</i>	\$ 692,149	\$ 634,051	\$ 6,082,617	\$ 5,932,794	\$ 4,948,604	\$ (1,134,013)	See Note 1
Advertising Income	\$ 4,167	\$ 8,070	\$ 41,667	\$ 51,555	\$ 78,635	\$ 36,968	See Note 2
Commissions	\$ 500	\$ 525	\$ 5,000	\$ 5,815	\$ 4,386	\$ (614)	
Rent Income	\$ 11,958	\$ 10,444	\$ 122,383	\$ 186,957	\$ 113,270	\$ (9,113)	See Note 3
Interest - General Fund	\$ 44,384	\$ 94,126	\$ 671,086	\$ 365,175	\$ 838,877	\$ 167,791	See Note 4
Non-Transportation Rev	\$ 110,375	\$ 164,358	\$ 321,375	\$ 4,246	\$ 321,950	\$ 575	
Sales Tax Income	\$ 999,700	\$ 1,010,900	\$ 13,154,330	\$ 13,001,492	\$ 13,838,118	\$ 683,788	See Note 5
TDA Funds	\$ -	\$ -	\$ 4,258,265	\$ 4,088,272	\$ 4,258,265	\$ -	
FTA Op Asst - Sec 5307	\$ -	\$ 770,614	\$ 3,021,556	\$ 2,950,231	\$ 3,021,556	\$ -	
FTA Op Asst - Sec 5311	\$ -	\$ -	\$ 65,704	\$ 92,928	\$ 65,475	\$ (229)	
FTA Op Asst Advance	\$ -	\$ -	\$ -	\$ 350,000	\$ -	\$ -	
FY 04-05 Carryover	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfer from Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfer from Insurance Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Transfer - Proj Mgr	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Operating Revenue	\$ 1,863,233	\$ 2,693,088	\$ 27,743,983	\$ 27,029,465	\$ 27,489,136	\$ (254,847)	

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**MONTHLY REVENUE AND EXPENSE REPORT
OPERATING EXPENSE SUMMARY - APRIL 2006**

	FY 05-06 Final Budget	FY 05-06 Revised Budget	FY 04-05 Expended YTD	FY 05-06 Expended YTD	Percent Expended of Budget	
PERSONNEL ACCOUNTS						
Administration	\$ 913,581	\$ 878,072	\$ 743,928	\$ 658,943	75.0%	
Finance	\$ 616,075	\$ 613,474	\$ 431,483	\$ 393,433	64.1%	
Customer Service	\$ 469,041	\$ 474,877	\$ 350,283	\$ 308,254	64.9%	
Human Resources	\$ 403,818	\$ 409,565	\$ 215,444	\$ 268,850	65.6%	
Information Technology	\$ 438,387	\$ 445,134	\$ 302,456	\$ 348,087	78.2%	
District Counsel	\$ 396,870	\$ 396,052	\$ 256,619	\$ 299,443	75.6%	
Facilities Maintenance	\$ 958,977	\$ 971,773	\$ 821,988	\$ 695,496	71.6%	
Paratransit Program	\$ 2,710,777	\$ 2,752,469	\$ 1,242,322	\$ 2,017,602	73.3%	
Operations	\$ 1,905,376	\$ 1,933,761	\$ 1,539,425	\$ 1,438,221	74.4%	
Bus Operators	\$ 12,759,002	\$ 12,987,373	\$ 9,998,254	\$ 8,998,570	69.3%	
Fleet Maintenance	\$ 4,073,806	\$ 4,124,721	\$ 2,979,838	\$ 2,863,907	69.4%	
Retired Employees/COBRA	\$ 1,155,813	\$ 1,151,130	\$ 772,860	\$ 804,905	69.9%	
Total Personnel	\$ 26,801,523	\$ 27,138,401	\$ 19,654,899	\$ 19,095,711	70.4%	
NON-PERSONNEL ACCOUNTS						
Administration	\$ 655,301	\$ 748,851	\$ 443,968	\$ 506,513	67.6%	
Finance	\$ 813,517	\$ 885,517	\$ 715,877	\$ 654,528	73.9%	
Customer Service	\$ 96,006	\$ 96,006	\$ 73,393	\$ 60,761	63.3%	
Human Resources	\$ 45,706	\$ 49,206	\$ 28,145	\$ 47,651	96.8%	See Note 6
Information Technology	\$ 133,035	\$ 189,235	\$ 136,912	\$ 133,394	70.5%	
District Counsel	\$ 11,463	\$ 36,821	\$ 18,659	\$ 27,304	74.2%	
Risk Management	\$ 259,015	\$ 396,333	\$ 132,757	\$ 174,269	44.0%	
Facilities Maintenance	\$ 444,250	\$ 444,250	\$ 284,424	\$ 219,000	49.3%	
Paratransit Program	\$ 867,761	\$ 816,513	\$ 1,256,973	\$ 410,520	50.3%	
Operations	\$ 617,418	\$ 617,418	\$ 388,773	\$ 466,583	75.6%	
Bus Operators	\$ 7,120	\$ 7,120	\$ 2,109	\$ 4,315	60.6%	
Fleet Maintenance	\$ 3,330,435	\$ 3,376,880	\$ 2,409,892	\$ 2,137,666	63.3%	
SCCIC	\$ 450	\$ 450	\$ 20	\$ 250	55.6%	
Total Non-Personnel	\$ 7,281,477	\$ 7,664,600	\$ 5,891,903	\$ 4,842,754	63.2%	
Total Operating Expense	\$ 34,083,000	\$ 34,803,000	\$ 25,546,802	\$ 23,938,464	68.8%	
YTD Operating Revenue Over YTD Expense				\$ 3,550,672		

**CONSOLIDATED OPERATING EXPENSE
APRIL 2006**

	FY 05-06 Final Budget	FY 05-06 Revised Budget	FY 04-05 Expended YTD	FY 05-06 Expended YTD	% Exp YTD of Budget	
LABOR						
Operators Wages	\$ 7,897,147	\$ 7,597,147	\$ 5,562,629	\$ 5,234,597	68.9%	
Operators Overtime	\$ 1,154,109	\$ 1,454,109	\$ 1,051,358	\$ 1,268,783	87.3%	See Note 7
Other Salaries & Wages	\$ 6,223,417	\$ 6,018,683	\$ 4,630,931	\$ 4,116,652	68.4%	
Other Overtime	\$ 166,200	\$ 296,700	\$ 112,425	\$ 205,345	69.2%	
	\$ 15,440,873	\$ 15,366,639	\$ 11,357,342	\$ 10,825,377	70.4%	
FRINGE BENEFITS						
Medicare/Soc Sec	\$ 226,164	\$ 226,164	\$ 129,657	\$ 135,978	60.1%	
PERS Retirement	\$ 1,728,898	\$ 2,168,899	\$ 1,165,258	\$ 1,488,330	68.6%	
Medical Insurance	\$ 3,724,628	\$ 3,674,628	\$ 2,890,005	\$ 2,641,714	71.9%	
Dental Plan	\$ 534,944	\$ 506,055	\$ 382,635	\$ 351,970	69.6%	
Vision Insurance	\$ 144,360	\$ 144,360	\$ 108,897	\$ 100,546	69.6%	
Life Insurance	\$ 48,768	\$ 48,768	\$ 37,220	\$ 32,616	66.9%	
State Disability Ins	\$ 333,050	\$ 333,050	\$ 154,489	\$ 144,005	43.2%	
Long Term Disability Ins	\$ 191,434	\$ 191,434	\$ 170,647	\$ 132,413	69.2%	
Unemployment Insurance	\$ 85,251	\$ 85,251	\$ 71,188	\$ 56,771	66.6%	
Workers Comp	\$ 1,396,680	\$ 1,396,680	\$ 944,027	\$ 700,327	50.1%	
Absence w/ Pay	\$ 2,908,020	\$ 2,908,020	\$ 2,222,148	\$ 2,426,663	83.4%	See Note 8
Other Fringe Benefits	\$ 38,454	\$ 88,454	\$ 21,387	\$ 59,001	66.7%	
	\$ 11,360,650	\$ 11,771,762	\$ 8,297,557	\$ 8,270,334	70.3%	
SERVICES						
Acctng/Admin/Bank Fees	\$ 315,959	\$ 315,959	\$ 225,706	\$ 219,964	69.6%	
Prof/Legis/Legal Services	\$ 467,919	\$ 512,524	\$ 203,920	\$ 267,849	52.3%	
Temporary Help	\$ -	\$ 74,234	\$ 72,688	\$ 57,584	77.6%	
Custodial Services	\$ 107,800	\$ 107,800	\$ 55,940	\$ 51,055	47.4%	
Uniforms & Laundry	\$ 57,223	\$ 43,346	\$ 40,772	\$ 28,645	66.1%	
Security Services	\$ 424,699	\$ 424,699	\$ 253,874	\$ 351,756	82.8%	
Outside Repair - Bldgs/Eqmt	\$ 211,578	\$ 219,822	\$ 138,915	\$ 117,056	53.3%	
Outside Repair - Vehicles	\$ 347,800	\$ 332,800	\$ 186,716	\$ 109,103	32.8%	
Waste Disp/Ads/Other	\$ 75,019	\$ 65,019	\$ 75,101	\$ 47,264	72.7%	
	\$ 2,007,997	\$ 2,096,203	\$ 1,253,630	\$ 1,250,276	59.6%	
CONTRACT TRANSPORTATION						
Contract Transportation	\$ -	\$ -	\$ -	\$ -	0.0%	
Paratransit Service	\$ 309,600	\$ 272,097	\$ 951,780	\$ 101,135	37.2%	
	\$ 309,600	\$ 272,097	\$ 951,780	\$ 101,135	37.2%	
MOBILE MATERIALS						
Fuels & Lubricants	\$ 2,094,447	\$ 2,109,447	\$ 1,390,430	\$ 1,315,947	62.4%	
Tires & Tubes	\$ 178,560	\$ 184,560	\$ 143,447	\$ 105,452	57.1%	
Other Mobile Supplies	\$ 7,740	\$ 7,740	\$ 11,287	\$ 8,662	111.9%	See Note 9
Revenue Vehicle Parts	\$ 407,510	\$ 437,510	\$ 360,183	\$ 373,978	85.5%	See Note 10
	\$ 2,688,257	\$ 2,739,257	\$ 1,905,348	\$ 1,804,039	65.9%	

**CONSOLIDATED OPERATING EXPENSE
APRIL 2006**

	FY 05-06 Final Budget	FY 05-06 Revised Budget	FY 04-05 Expended YTD	FY 05-06 Expended YTD	% Exp YTD of Budget	
OTHER MATERIALS						
Postage & Mailing/Freight	\$ 24,358	\$ 23,812	\$ 16,100	\$ 9,880	41.5%	
Printing	\$ 65,088	\$ 79,093	\$ 48,272	\$ 54,143	68.5%	
Office/Computer Supplies	\$ 70,948	\$ 87,598	\$ 68,289	\$ 60,210	68.7%	
Safety Supplies	\$ 21,875	\$ 21,875	\$ 9,211	\$ 7,756	35.5%	
Cleaning Supplies	\$ 58,730	\$ 58,730	\$ 35,437	\$ 30,130	51.3%	
Repair/Maint Supplies	\$ 55,000	\$ 55,000	\$ 39,847	\$ 20,614	37.5%	
Parts, Non-Inventory	\$ 40,500	\$ 40,500	\$ 30,182	\$ 30,894	76.3%	
Small Tools	\$ 10,600	\$ 11,600	\$ 8,199	\$ 4,747	40.9%	
Promo/Photo Supplies	\$ 13,041	\$ 13,032	\$ 5,016	\$ 3,479	26.7%	
	\$ 360,140	\$ 391,240	\$ 260,553	\$ 221,853	56.7%	
UTILITIES	\$ 340,882	\$ 342,382	\$ 256,249	\$ 230,117	67.2%	
CASUALTY & LIABILITY						
Insurance - Prop/PL & PD	\$ 491,100	\$ 551,100	\$ 485,300	\$ 420,850	76.4%	
Settlement Costs	\$ 150,000	\$ 296,000	\$ 115,583	\$ 146,086	49.4%	
Repairs to Prop	\$ -	\$ -	\$ (14,963)	\$ (26,765)	0.0%	See Note 11
	\$ 641,100	\$ 847,100	\$ 585,920	\$ 540,171	63.8%	
TAXES	\$ 47,743	\$ 47,743	\$ 35,656	\$ 31,871	66.8%	
MISC EXPENSES						
Dues & Subscriptions	\$ 54,159	\$ 55,891	\$ 34,439	\$ 50,327	90.0%	See Note 12
Advertising - Revenue Prod.	\$ 15,000	\$ 15,000	\$ 9,891	\$ 5,356	35.7%	
Employee Incentive Program	\$ 7,547	\$ 7,547	\$ 4,546	\$ 3,915	51.9%	
Training	\$ 8,800	\$ 9,240	\$ 348	\$ 3,529	38.2%	
Travel	\$ 21,870	\$ 21,028	\$ 5,535	\$ 13,329	63.4%	
Other Misc Expenses	\$ 20,328	\$ 20,328	\$ 14,064	\$ 9,296	45.7%	
	\$ 127,704	\$ 129,034	\$ 68,824	\$ 85,751	66.5%	
OTHER EXPENSES						
Leases & Rentals	\$ 758,054	\$ 799,544	\$ 573,944	\$ 577,540	72.2%	
Total Operating Expense	\$ 34,083,000	\$ 34,803,000	\$ 25,546,802	\$ 23,938,464	68.8%	

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**MONTHLY REVENUE AND EXPENSE REPORT
FY 05-06 CAPITAL IMPROVEMENT PROGRAM**

CAPITAL PROJECTS	Final Program Budget	Expended in April	YTD Expended
Grant Funded Projects			
MetroBase	\$ 29,622,709		\$ 631,485
Revenue Vehicle Replacement	\$ 920,000		
Short Range Transit Plan	\$ 100,000		\$ 1,127
Pacific Station Renovation	\$ -		\$ 4,650
	\$ 30,642,709		
District Funded Projects			
Bus Stop Imprvmts/Bus Shelter Projects	\$ 40,000		\$ 20,340
Revenue Vehicle Replacement	\$ 90,000		\$ 10,593
IT Projects	\$ 191,200		\$ 127,737
Facilities Repairs & Improvements	\$ 29,500		\$ 25
Non-Revenue Vehicle Replacement	\$ 312,000		\$ 55,831
Office Equipment	\$ 26,100		\$ 25,566
PM Filters for Fleet (4)	\$ 33,320		\$ 2,874
Mt. Biewlaski Repeater	\$ 15,000		
Bus Engine	\$ 18,936		\$ 18,936
Transfer to Operating Budget	\$ 215,000		
	\$ 971,056		
TOTAL CAPITAL PROJECTS	\$ 31,613,766	\$ -	\$ 899,165
CAPITAL FUNDING SOURCES			
	Budget	Received in April	YTD Received
Federal Capital Grants	\$ 9,230,246	\$ 317,061	\$ 493,753
State/Local Capital Grants	\$ 7,500,000	\$ -	\$ -
STA Funding	\$ 1,542,852	\$ -	\$ 1,127,135
Transfer from Operating Budget	\$ -	\$ -	\$ -
Bus Stop Improvement Reserves	\$ 10,000	\$ -	\$ -
District Reserves	\$ 13,330,668	\$ -	\$ -
TOTAL CAPITAL FUNDING	\$ 31,613,766	\$ 317,061	\$ 1,620,888

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**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
NOTES TO REVENUE AND EXPENSE REPORT**

1. Passenger fares (farebox and pass sales) are \$611,482 or 20% under the final budget amount for the year to date. Paratransit fares are \$66,011 or 27% under the budgeted amount. Special transit fares (contracts) are \$396,759 or 20% under the budgeted amount. Highway 17 Express revenue is \$59,761 or 7% under the year to date budgeted amount. Together, all four passenger revenue accounts are under the budgeted amount for the first ten months of the fiscal year by a net \$1,134,013 or 19%.
2. Advertising income is \$36,968 over the budgeted amount for the year to date based on current advertising levels on the exterior of District buses. A formal program to sell ads has not yet been implemented.
3. Rent income is \$9,113 under budget for the year to date due to a continuing vacancy in the Metro Center space previously occupied by Storti's Pizzeria.
4. Interest income is \$167,791 over budget for the year to date due to higher interest rates than projected in the County investment pool.
5. Sales tax income is \$683,788 over budget for the first ten months of the fiscal year. Tax receipts for the October - December 2005 sales quarter were up 4.7 % while the budget projected no increase for the quarter.
6. Human Resources non-personnel expense is at 96.8% of the budget due to many more pre-employment exams than budgeted resulting from a high number of position vacancies during the year, along with more professional services such as arbitrations.
7. Operators overtime expense is at 87.3% of the budget due to position vacancies.
8. Absence with pay is at 83.4% of the budget since from September 27, 2005 – November 1, 2005, most SEIU-represented employees were on paid absence. Total payroll is within budget.
9. Other mobile supplies are at 111.9% of the budget because Fleet Maintenance upholstery supplies are purchased as needed. A budget transfer will be processed to cover this overrun.
10. Revenue vehicle parts are at 85.5% of the budget due to purchase of several major parts.
11. Repairs to property is a casualty and liability account to which repairs to District vehicles and property are charged when another party is liable for the damage. All collections made from other parties for property repair are applied to this account to offset the District's repair costs.
12. Dues and subscriptions are at 90.0% of the budget due to annual payment of APTA dues and CTA dues.

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FY 05-06 BUDGET TRANSFERS
6/1/06-7/31/06

	ACCOUNT #	ACCOUNT TITLE	AMOUNT
TRANSFER # 06-023			
TRANSFER FROM:	503406-3100	Contract/Paratransit	\$ (22,503)
TRANSFER TO:	504012-3100	Fuel & Lubricants-Rev Veh	\$ 15,000
	504021-3100	Tires & Tubes	\$ 6,000
	504311-3100	Office Supplies	\$ 1,500
	512061-3100	Equipment Rental	\$ 3
REASON:	To cover account overruns in Paracruz.		

TRANSFER # 06-024			
TRANSFER FROM:	509123-1700	Travel	\$ (260)
	503033-1700	Legal Services	\$ (450)
	503031-1700	Prof/Tech Services & Fees	\$ (400)
TRANSFER TO:	509121-1700	Employee Training	\$ 40
	509011-1700	Dues & Subscriptions	\$ 450
	504311-1700	Office Supplies	\$ 620
REASON:	To cover account over-run in the Legal Department.		

TRANSFER # 06-025			
TRANSFER FROM:	504211-1800	Postage & Mailing	\$ (12)
	503033-1800	Legal Services	\$ (190)
TRANSFER TO:	504217-1800	Photo Supply/Process	\$ 7
	504215-1800	Printing	\$ 5
	504311-1800	Office Supplies	\$ 190
REASON:	To cover account over-run in the Legal Department.		

TRANSFER # 06-026			
TRANSFER FROM:	501021-1300	Other Salaries	\$ (500)
	503225-1300	Graphics Services	\$ (14,000)
TRANSFER TO:	501023-1300	Other Overtime	\$ 500
	504215-1300	Printing	\$ 14,000
REASON:	To cover account overruns in Customer Service.		

TRANSFER # 06-027			
TRANSFER FROM:	501021-3200	Other Salaries	\$ (50,000)
TRANSFER TO:	501023-3200	Other Overtime	\$ 50,000
REASON:	To cover account overruns in Operations.		

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FY 05-06 BUDGET TRANSFERS
6/1/06-7/31/06

	ACCOUNT #	ACCOUNT TITLE	AMOUNT
TRANSFER # 06-028			
TRANSFER FROM:	501011-3300	Bus Operator Pay	\$ (300,000)
TRANSFER TO:	501013-3300	Bus Operator Overtime	\$ 300,000
REASON:	To cover account overruns in Operations.		
TRANSFER # 06-029			
TRANSFER FROM:	503031-1800	Prof/Tech Services & Fees	\$ (100)
TRANSFER TO:	509011-1700	Dues & Subscriptions	\$ 100
REASON:	To cover account over-run in the Legal Department.		
TRANSFER # 06-030			
TRANSFER FROM:	503031-1800	Prof/Tech Services & Fees	\$ (140)
TRANSFER TO:	504311-1700	Office Supplies	\$ 140
REASON:	To cover account over-run in the Legal Department.		

6

5-6. a8

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: Aug 25, 2006
TO: Board of Directors
FROM: Steve Paulson, Paratransit Administrator
SUBJECT: METRO PARACRUZ OPERATIONS STATUS REPORT

I. RECOMMENDED ACTION

This report is for information only- no action requested

II. SUMMARY OF ISSUES

- METRO ParaCruz is the federally mandated ADA complementary paratransit program of the Transit District, providing shared ride, door-to-door demand-response transportation to customers certified as having disabilities that prevent them from independently using the fixed route bus.
- METRO assumed direct operation of paratransit services November 1, 2004.
- New regulations regarding lunch and rest breaks became effective August 1, 2005.
- Operating Statistics and customer feedback information reported are for the month of May 2006.

III. DISCUSSION

METRO ParaCruz is the federally mandated ADA complementary paratransit program of the Transit District, providing shared ride, door-to-door demand-response transportation to customers certified as having disabilities that prevent them from independently using the fixed route bus.

METRO began direct operation of ADA paratransit service (METRO ParaCruz) beginning November 1, 2004. This service had been delivered under contract since 1992.

New regulations requiring meal periods became effective August 1, 2005. This presented new scheduling challenges resulting in decreased driver productivity and increased use of supplemental service providers.

During the month of May, nine (9) service complaints, one (1) policy complaint, and six (6) compliments were received regarding service issues. One (1) of the service complaints was found to be "not valid". Five (5) of the valid complaints was related to late pick ups, one (1) as the result of arriving at a 45 minutes before her appointment, one (1) as a result of being taken to

5-9.1

the wrong destination, one (1) because the driver got lost, and one (1) related to a driver's improper behavior. The policy complaint was related to a request for same day modifications.

Operating Statistics for FY 05-06 through May 2006

	July 05	Aug 05	Sept 05	Oct 05	Nov 05	Dec 05	Jan 06	Feb 06	Mar 06	Apr 06	May 06
Scheduled	7570	7935	8413	9526	8516	7262	7361	7419	8734	8331	9153
Performed	6513	6799	7220	8384	7199	6202	6405	6360	7819	7019	7892
Total miles	50,755	56,599	55,890	64,163	55,208	49,325	50,259	45,879	59,382	52,181	56,409
Av trip miles	5.86	6.03	5.69	5.75	5.79	5.71	5.57	5.12	5.58	5.42	5.29
Within ready window	91.97%	91.99%	90.93%	87.88%	89.67%	92.26%	94.06%	91.24%	90.71%	90.97%	90.37%
Excessively late/missed trips	9	12	23	33	19	9	4	22	17	11	20
Monthly call volume	6163	6719	6465	7481	6325	5784	5690	5692	6544	5959	6776
Call average seconds to answer	36	29	29	30	26	29	23	23	23	22	26
Hold times less than 2 minutes	88%	90%	90%	90%	92%	91%	95%	95%	96%	97%	94%
Distinct riders	795	806	842	878	827	779	748	770	813	817	824
Most frequent rider	52 rides	49 rides	57 rides	53 rides	45 rides	43 rides	48 rides	47 rides	56 rides	50 rides	52 rides
Shared rides	58.5%	58.9%	63.6%	66.3%	66.1%	60.4%	58.9%	63.5%	64.6%	65.1%	66.7%
Passengers per rev hour	1.68	1.38	1.58	1.64	1.66	1.45	1.48	1.53	1.60	1.58	1.68
Rides by supplemental providers	5.47%	7.94%	8.23%	13.10%	15.19%	6.05%	1.92%	3.21%	7.02%	6.31%	9.66%
SCT cost per ride	\$22.23	\$22.79	\$22.95	\$25.17	\$22.73	\$24.40	\$22.46	\$22.78	\$22.85	\$22.88	\$22.51
ParaCruz driver cost per ride (est)	\$23.58	\$24.87	\$23.31	\$25.26	\$24.77	\$24.88	\$24.27	\$24.87	\$24.32	\$24.81	\$24.99
Rides < 10 miles	81.29%	82.85%	79.87%	78.01%	77.89%	79.83%	79.30%	79.63%	78.11%	79.27%	79.71%
Rides > 10	18.71%	17.15%	20.14%	21.99%	22.11%	20.17%	20.70%	20.36%	21.89%	20.73%	20.29%

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IV. FINANCIAL CONSIDERATIONS

NONE

V. ATTACHMENTS

NONE

5-9.3

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: August 25, 2006
TO: Board of Directors
FROM: Mark J. Dorfman, Assistant General Manager
SUBJECT: ACCEPT AND FILE VOTING RESULTS FROM APPOINTEES TO THE
SANTA CRUZ COUNTY REGIONAL TRANSPORTATION
COMMISSION FOR PREVIOUS MEETINGS

I. RECOMMENDED ACTION

That the Board of Directors accept and file the voting results from appointees to the Santa Cruz County Regional Transportation Commission.

II. SUMMARY OF ISSUES

- Per the action taken by the Board of Directors, staff is providing the minutes from the most recent meetings of the Santa Cruz County Regional Transportation Commission.
- Each month staff will provide the minutes from the previous month's SCCRTC meetings.

III. DISCUSSION

The Board requested that staff include in the Board Packet information relating to the voting results from the appointees to the Santa Cruz County Regional Transportation Commission. Staff is enclosing the minutes from these meetings as a mechanism of complying with this request.

IV. FINANCIAL CONSIDERATIONS

There is no cost impact from this action.

V. ATTACHMENTS

- Attachment A:** Minutes of the June 1, 2006 Regular SCCRTC Meeting
Attachment B: Minutes of the June 26, 2006 Transportation Policy Workshop

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SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION
AND
SERVICE AUTHORITY FOR FREEWAY EMERGENCIES

Minutes

Thursday,
June 1, 2006
9:00 a.m.

Board of Supervisors Chambers
701 Ocean Street
Santa Cruz CA 95060

1. Roll Call

Members Present: Jan Beautz Emily Reilly
Gustavo Gonzalez (Alt.) Antonio Rivas
Randy Johnson Dale Skillicorn (Alt.)
Mike Keogh Pat Spence
Dennis Norton Mardi Wormhoudt
Ellen Pirie Donna Ziel (Alt.)
Cheryl Willis (ex-officio)

Staff Present: George Dondero Karena Pushnik
Gini Pineda Kim Shultz
Grace Blakeslee Cory Caletti
Luis Mendez Kim Shultz
Daniel Nikuna

2. Oral Communications

3. Additions or Deletions to Consent and Regular Agendas

Executive Director George Dondero referred to replacement pages for Items 13 and 25 and to add-on pages for Items 17 and 27. He also mentioned that Nolte Associates would be providing a handout to accompany a PowerPoint presentation.

Regarding Item 5, Commissioner Spence asked whether the TMAs were completely out of funding. Senior Planner Cory Caletti responded that the evaluations are for the current fiscal year and that the Commission is not providing future funding because our region is no longer eligible to receive Congestion Mitigation and Air Quality (CMAQ) Improvement Program funding.

Ms. Spence asked if the Commission could look for grant

5-11-01

funding for these programs. Chair Pirie said that discussion of this suggestion would have to be put on a future agenda and directed staff to bring a report to the next Regional Transportation Commission meeting regarding the financial situation of the Santa Cruz and Pajaro Valley Transportation Management Agencies.

Commissioner Spence noted an error on page 4-1 of the minutes of the RTC meeting of May 4, 2006 and asked that the spelling of the Elderly and Disabled Transportation Advisory Committee's Vice-Chair be corrected to "Tom Crain" and that he represents Potential Disabled Transit Users on the Committee.

CONSENT AGENDA Norton/Wormhoudt (as amended)

4. Approved Minutes of the May 4, 2006 Regular SCCRTC Meeting

POLICY

No consent items

PROJECTS and PLANNING

5. Approved Staff Recommendations Regarding Congestion Mitigation and Air Quality (CMAQ) Evaluations for FY 05-06 from Previously Funded Programs
6. Accepted Quarterly SCCRTC Work Program Report

COMMISSION BUDGET AND EXPENDITURES

7. Approved Budget and Administration/Personnel Committee and Staff Recommendation Regarding Legal Review of Post Autonomy Draft Human Resource and Labor Relations Policies (Resolution 44-06)

ADMINISTRATION

8. Accepted Updated RTC Staff Contact Information

COMMITTEE MINUTES

9. Accepted Draft Minutes of the May 8, 2006 Bicycle Committee Meeting

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10. Accepted Draft Minutes of the May 22, 2006 Rail Acquisition Committee Meeting
11. Accepted Draft Minutes of the May 11, 2006 Budget and Administration/Personnel Committee Meeting
12. Accepted Draft Minutes of the May 18, 2006 Interagency Technical Advisory Committee Meeting

INFORMATION/OTHER

13. Accepted Three Month Meeting Schedule
14. Accepted SCCRTC Staff Comment Letters on Draft Environmental Documents and Plans Prepared by Other Agencies - No letters
15. Accepted Correspondence Log
16. Accepted Letters from SCCRTC Committees and Staff to Other Agencies
 - a. Letter from the Bicycle Committee Regarding the Draft San Lorenzo Valley Trail Feasibility Study
17. Accepted Miscellaneous Written Comments from the Public on SCCRTC Projects and Transportation Issues
18. Accepted Handouts from Staff and Commissioners at Previous Regional Transportation Commission Meetings
19. Accepted Information Items
 - a. Letter from Governor Schwarzenegger Regarding Inclusion of Santa Cruz County Projects in Infrastructure Bond

SERVING AS THE SERVICE AUTHORITY FOR FREEWAY EMERGENCIES (SAFE)

20. No consent items

REGULAR AGENDA

21. Commissioner Reports - None
22. Director's Report - Oral Report

Executive Director George Dondero said he was continuing to meet with staff and Commissioners and has begun meeting with state legislators. He added that he has also met with Les White, General Manager of the SCMTD.

5-11.93

Commissioner Beautz arrived.

Mr. Dondero reported that the bond proposal presented by the Governor was approved by the legislature for inclusion on the November ballot. He said that a piece of the proposal calls for a regional growth plan or "blueprint", which is not clearly defined, and that there will need to be some further legislation for some pieces of the proposal. He added that the proposal to allow for design-build did not pass.

23. Caltrans Report

Cheryl Willis, Caltrans District 5, reported on the status of the Caltrans construction projects. She said that the Emeline on-ramp will be closed for about 18 months. She added that Caltrans is working on options for bike and pedestrian access when Market Street is closed.

Commissioner Reilly complimented Caltrans staff for being so cooperative in efforts to address the concerns of residents along Plymouth Street regarding the tree removal.

24. Highway 1 Projects Update & Quarterly Progress Report on the Highway 1 HOV Lane PA/ED - Oral Presentation by Chris Metzger, Nolte & Associates

Chris Metzger, Nolte Associates, gave a PowerPoint presentation on the environmental and engineering analysis for the Highway 1 HOV Lane project and provided the Commission with updated information about cultural and biological resources, traffic analysis, and the development of engineering drawings for four alternatives.

Mr. Metzger added that work on the Soquel/Morrissey Auxiliary Lanes project is proposed to begin this summer, subject to the availability of funds.

In response to a question from Commissioner Rivas, Mr. Metzger said that Nolte is recommending exceptions to the standard geometry alternative when environmental impacts allow, for example when shoulder width can be reduced. Another area for deviation from standard geometry is on-ramps because design standards have changed over the years. He said negotiations with Caltrans are ongoing.

Commissioner Spence suggested that buses stay in the merge

5-11.94

lane, under Morrissey Boulevard all the way to Pasatiempo in order to avoid having to travel across two lanes of traffic to reach the proposed HOV lane.

Mr. Metzger said he had not looked at that specific location, but that the development team is looking at something similar in other places, saying that one idea is a bypass lane on the shoulder or some way that buses don't have to merge over. He added that bus access to on-ramp/off-ramp is an important part of design configuration.

25. 10 a.m. Public Hearing on Proposed Amendments to the 2006 Regional Transportation Improvement Program (RTIP)- Taken out of order after Item 28

Regional Transportation Commission Planner Grace Blakeslee delivered the staff report, explaining that due to insufficient funding, the *2006 Regional Transportation Improvement Program*, approved by the Commission in January 2006, has to be aligned with the State Transportation Improvement Program (STIP) by programming funds to only 14 of the 26 projects approved in the RTIP. Ms. Blakeslee said that staff worked with project sponsors to consider alternative funding scenarios when possible. She explained that the Struve Slough Bridge project was determined to be a higher priority than the Freedom Boulevard rehabilitation project and outlined a plan to shift funds to the Struve Slough project. She also described how funding programmed for the Highway 1 HOV Lanes Project could be shifted to the environmental phase of the Highway 1 Soquel/Morrissey Auxiliary Lanes Project. In addition, she provided information regarding amended programming for the MetroBase Project by using Public Transportation Account (PTA) funds. This funding mechanism would have to be approved by the California Transportation Commission.

Commissioner Johnson arrived.

Commissioner Keogh asked for clarification of the third staff recommendation to give non-transit oriented projects priority when new transportation funds, including the \$1.137 million in future STIP funds, become available.

Executive Director George Dondero said that due to the fact that highway funds are not available and PTA funds are abundant, road projects did not receive funds and transit projects will receive over \$13 million. Staff is

5-11.25

recommending that this be considered as future funds become available for non-transit projects for a similar amount.

Commissioner Beautz asked that the language in the staff recommendation be changed from "non-transit projects" to "road and highway projects" to better describe the intention of the recommendation.

Executive Director Dondero said that approval of the staff recommendations did not guarantee approval by the California Transportation Commission.

Members of the public were asked for comment. There was no public input on this Item.

Commissioner Beautz moved and Commission Alternate Gonzales seconded to approve the Interagency Technical Advisory Committee and staff recommendations that the Regional Transportation Commission (RTC):

1. Hold a Public Hearing on the proposed amendments to the 2006 RTIP;
2. Approve a resolution amending the 2006 RTIP to:
 - a. Be consistent with the adopted 2006 STIP which includes deleting unrealized STIP funds from projects as shown in Attachment 2;
 - b. Shift Regional Surface Transportation Program (RSTP) funds between the City of Watsonville's Freedom Boulevard Rehabilitation Project and the Struve Slough Bridge Project and from the Highway 1 Widening/HOV Lane Project to the Highway 1 Soquel/Morrissey Auxiliary Lane Project as shown in Attachment 3;
 - c. Program \$1.137 million in STIP funds to the MetroBase Project in FY06/07 and deprogram \$1.137 million in RSTP funds programmed to this project in FY08/09;
 - d. Program three new Public Transit Account (PTA) eligible projects proposed by the Santa Cruz Metropolitan Transit District (SCMTD) as shown in Attachment 8; and,

in addition to approve further recommendations that the Regional Transportation Commission (RTC):

3. Make a commitment to give ~~non-transit~~ road and highway projects priority when new transportation funds become available for programming in Santa Cruz County, including

5-11.06

the \$1.137 million in RSTP funds made available by programming new STIP funds to the MetroBase project.

The motion (Resolution 47-06) passed unanimously.

26. FY 05-06 Optional Federal Exchange and State Match Program - Regional Surface Transportation Program (RSTP) Exchange Program

SCCRTC Planner Grace Blakeslee briefly explained how exchanging federal Regional Surface Transportation Funds (RSTP) for state highway account funds was beneficial to local jurisdictions because the state RSTP Exchange funds have fewer restrictions making them a more flexible funding source for local projects. Ms. Blakeslee referred to a list of local projects eligible for the RSTP Exchange funds and said there was money to fund the eight projects listed. She added that the *2006 Regional Transportation Improvement Program* and the FY06-07 budget would need to be amended to reflect the change.

Commissioner Beautz moved and Commissioner Reilly seconded to approve the Interagency Technical Advisory Committee and staff recommendations that the Regional Transportation Commission (RTC) approve a resolution to:

1. Exchange \$3,036,000 in federal Regional Surface Transportation Program (RSTP) funds programmed to eight projects for state RSTP Exchange funds; and
2. Amend the Regional Transportation Improvement Program (RTIP) and the RTC's fiscal year (FY) 06-07 budget to reflect the exchange in funding.

The motion (Resolution 48-06) passed unanimously.

27. County of Santa Cruz Transportation Program Project Update

Executive Director George Dondero said that there are three projects funded with regional State Transportation Improvement Program (STIP) funds unable to meet their allocation deadlines, causing the funds to lapse. Mr. Dondero said that the project with the most impact on traffic is the Amesti Road Reconstruction project as the closure of Amesti Road has caused congestion and safety issues for Corralitos residents. He said that the funding will be deprogrammed but that staff recommends that the Regional Transportation Commission commit to reprogramming

5-11.97

the \$1.48 million of STIP funds for transportation projects in the Corralitos area to mitigate the problems caused by the permanent closure of Amesti Road.

Planner Grace Blakeslee said these funds are expected to come back to Santa Cruz County in the next STIP cycle.

Commissioner Wormhoudt said that she was concerned that the three projects are being treated differently and recommended that the Commission make the same commitment to the other two projects.

John Presleigh, County Public Works, explained that the reason that the Amesti Road Reconstruction is lapsing is because FEMA will not release its promised funding as it cannot approve construction at the site due to severe engineering problems. Mr. Presleigh said that construction cannot take place either above or below the site of the previous section of road and that the landslide is still moving. He said that bridging the section of road would cost \$10 million, which the County cannot afford.

Kevin Larkin, Brown Valley Road Association, said he appreciates that the Commissioners are keeping the issue alive and supports the staff recommendations.

Commissioner Pirie pointed out the only roads leading out of Corralitos are Amesti Road and Corralitos Road and with Amesti Road closed, there is a significant burden on Corralitos Road.

Bret Zischke said that all commuters have to travel on Corralitos Road and supported the staff recommendations.

Kris Smith provided a letter with over 250 signatures asking that Amesti Road continues to be addressed. She said it is not fully understood what is going on and asked the Commission to keep the funds in Corralitos and also to commit to resolving the Amesti Road problems.

Pete Ilse said that he was alarmed about the abandonment of the Amesti Road crisis and said to keep the project alive.

Jackie Sternat said that she lives near the Bradley School and that traffic on Corralitos Road is a nightmare. She noted the increase in enrollment at the school due to the

5-11.98

closure of two schools in Watsonville and asked for safety measures, such as lights, to be put in place.

Jodi Keaschall said that the safety of children is being sacrificed and that the backup on Corralitos Road has created a feeling of lawlessness. She suggested widening Corralitos Road and possibly using Amesti Road for bikes and pedestrians.

Bart Meltzer said that when traffic is backed up some motorists drive on the shoulder and that he has seen cars passing school buses when their red lights are flashing.

Commissioner Spence said that the Transportation Funding Task Force is looking at different funding solutions and asked if people in Corralitos would be willing to start an assessment group.

Commissioner Beautz noted that some of the problems described were law enforcement issues.

Commissioner Wormhoudt moved to approve the Interagency Technical Advisory Committee (ITAC) and staff recommendations that the Regional Transportation Commission (RTC) approve the County of Santa Cruz's request for the RTC to commit to reprogramming the \$1.48 million of State Transportation Improvement Program (STIP) funds that will lapse on the Amesti Road Reconstruction Project when those funds are returned to the region, with the addition that the Commission will commit to reprogramming the lapsing funds for the Phase 2 Wilder Ranch Bikeway Project and the East Cliff Drive Bike/Pedestrian Path.

Commissioner Reilly seconded and the motion passed unanimously.

28. FY 06-07 Article 8 Transportation Development Act (TDA) Claims from the City of Santa Cruz on Behalf of the Volunteer Center and the Consolidated Transportation Services Agency (Community Bridges) - Taken out of order after Item 24

Deputy Director Luis Mendez introduced Sam Storey to give the annual report on Community Bridges, designated as the region's Consolidated Transportation Services Agency.

Mr. Storey said that Community Bridges operates Lift Line,

5-11.09

a transportation service that focuses on non-emergency services for seniors and disabled persons, and the Taxi Scrip program and introduced Catherine Henderson Valdez, Transportation Director for Community Bridges.

Ms. Valdez gave a PowerPoint presentation on the ride programs including Taxi Scrip and the Medical Voucher program. She said that the application process for taxi Scrip has been revised and that there is no waiting list for Taxi Scrip.

Ms. Valdez also described the Medical Voucher program which helps fill the gap when other transportation resources are unavailable, due to time constraints or because clients are currently ineligible for regular transportation programs.

Community Bridges has also provided funding for Meals on Wheels, a portion of the out-of-county rides provided by the Red Cross and contract services including rides to after school programs and to the homeless shelter

Commissioner Spence asked if past client lists for Taxi Scrip were purged and for the number of unduplicated rides. Ms. Valdez said that past lists were purged and that 115 clients receive Taxi Scrip and 68 use Transportation Development Act (TDA) funded medical credit rides.

Paul Marcelin-Sampson asked why the Commission would use TDA money to subsidize Medic-Cal rides, if Community Bridges had really reviewed the client list for Taxi Scrip and said he did not think that Community Bridges provided sufficient public disclosure.

Sam Storey responded that TDA funds can leverage Medi-Cal funds, that the new application process, with input from the Elderly and Disabled Transportation Advisory Committee, has indeed purged duplicate clients and that there was no longer a waiting list and that Community Bridges is a 501c3 non-profit organization providing public access to its financial transactions. He added that meetings are open to the public and posted on their website.

Commissioner Reilly moved and Commissioner Rivas seconded to approve the Elderly & Disabled Transportation Advisory Committee and staff recommendations that the Santa Cruz County Regional Transportation Commission:

Approve by resolution the claims for FY 2006-07

5-17.210

Transportation Development Act funds from the City of Santa Cruz on behalf of the Volunteer Center and Community Bridges to provide transportation for seniors and people with disabilities.

The motion (Resolutions 45-06 and 46-06) passed unanimously.

29. Transportation Funding Task Force Update - Taken out of order after Item 27

Transportation Funding Task Force Update Convener Fred Keeley reported that at the meetings held so far, about half of the attendees were Task Force members and half members of the general public. He said that the problems mentioned most often were road maintenance issues and general traffic congestion. He said that solutions were all over the map and that highway widening and rail line purchase were not talked about as much as might be expected. He added that the website has been active.

Mr. Keeley said that the intent is to wrap up the first round of meetings next week and to close online workbook participation on June 18th. After compiling the data, a draft plan will be developed. He suggested that, for the sake of continuity, Task Force members meet once a month during July, August and September during which time experts on funding, transit or congestion could make presentations to help members become more knowledgeable in these areas. Mr. Keeley said if the project is funded to continue, the next round of meetings will be more project specific with negotiations among community members. He estimated that it will take another year before a final plan is ready to present to the Commission and the public.

In response to a question from Commissioner Beautz, Mr. Keeley said that Commissioners will be provided with summaries of the information gathered at the meetings and from the online workbooks, before a draft plan is developed.

Commissioner Beautz asked that the information leading to the summaries be presented to the Commission, since summaries sometimes unintentionally draw conclusions.

5-11. All

30. FY 06-07 Claim for Transportation Development Act (TDA) and Other Funds from the SCCRTC

Executive Director George Dondero said that a claim for funds for Commission administration, planning and operations is presented every year, consistent with the Commission's Rules and Regulations.

Commissioner Wormhoudt moved and Commissioner Reilly seconded to approve staff recommendations that the Regional Transportation Commission approve resolutions for Planning grant funds, SAFE funds, Rail/Trail Authority funds, Highway 1 PA/ED, and Transportation Development Act funds for FY 06-07 Commission Administration, Planning and Operations.

The motion (Resolutions 49-06 and 50-06) was approved unanimously.

Commission Alternate Skillicorn departed from the meeting.

The Commission adjourned to Closed Session at 11:50 a.m.

CLOSED SESSION

31. Conference with Labor Negotiators Pursuant to Government Code 54957.6

Commission Negotiators: Ellen Aldridge and George Dondero

Bargaining Units: Mid-Management Unit and General Representation Unit

32. Conference with Real Property Negotiator for Acquisition of the Santa Cruz Branch Rail Line Property: Santa Cruz Branch Rail Line from Watsonville Junction to Davenport

Agency Negotiator: Kirk Trost, Miller, Owen & Trost

Negotiation Parties: SCCRTC, Union Pacific

Under Negotiation: Price and Terms

Commissioners Rivas and Beautz departed from the meeting.

5-11.212

OPEN SESSION

The Commission reconvened in Open Session at 12:25 p.m.

33. Santa Cruz Branch Rail Line Acquisition - Coastal Conservancy Reimbursable Grant Agreement

Deputy Director Luis Mendez said there were significant language improvements to the revised draft Coastal Conservancy reimbursable grant agreement. He said that the detailed structures assessment is proceeding according to schedule and that a report from HNTB will be completed in mid June. Mr. Mendez said that the Rail Acquisition Committee (RAC) asked to receive the report at its June 21st meeting and that since the recently established RAC has noticed public meetings in accordance with the Brown Act, the Commission could approve that the RAC receive the report at that time. If the Commission does approve the release of the report, it would be distributed to all Commissioners and posted on the website at the same time.

Mr. Mendez asked to add to the staff recommendations that the Regional Transportation Commission authorize the Executive Director to enter into the agreement with the Coastal Conservancy on behalf of the Commission.

Deputy Director Mendez also discussed the scope of a general inspection of the entire line, the costs of the inspection and the need to renegotiate the right of entry agreement with Union Pacific to perform this inspection.

Paul Marcelin-Sampson said that a reimbursable grant is not a grant but is a loan and that in return for this loan the Commission is pledging forever that it will build a trail. He also said that some of the easements do not give the Commission the right to build a trail and that some easements are temporary and depend on the continued operation of rail service. He asked for an out in the agreement or to only include in the agreement parcels that are safe from being removed from the Commission's jurisdiction. He said the Commission should reserve the right for a double track rail line or tell the public that it will never be used for passenger service.

Bob Yount urged the Commission to change the language as suggested.

5-11.a13

Commissioner Norton said that the restrictive covenants in the agreement only go into effect if the Commission purchases the line.

Kirk Trost, Miller, Owen & Trost, said that under California law, a railroad easement is treated like a transportation easement and did not anticipate the problems raised by Mr. Marcelin-Sampson. He added that the transaction would be governed by federal law, which in any case would trump state law.

Commissioner Wormhoudt moved and Commissioner Reilly seconded to approve the Rail Acquisition Committee (RAC) and staff recommendations that the Regional Transportation Commission (RTC):

1. Approve the revised draft Coastal Conservancy reimbursable grant agreement for a \$10 million reimbursable grant for acquisition of the Santa Cruz Branch Rail Line;
2. Approve inclusion of the detailed structures assessment report as an open session item in the June 21st RAC meeting agenda, provided that the report is finalized in time for inclusion.

with the added staff recommendation that the Executive Director is authorized to sign, on behalf of the Commission, the Coastal Conservancy reimbursable grant agreement included with the written staff report.

The motion passed with Commissioner Spence voting "no".

34. Next Meetings/Adjournment

The meeting adjourned at 12:45 pm.

The next Transportation Policy Workshop is scheduled for the special date of Thursday, June 29, 2006 at 9:00 a.m. at the SCCRTC Offices, 1523 Pacific Avenue, Santa Cruz, CA.

No meetings are scheduled for July.

The next SCCRTC meeting is scheduled for Thursday, August 3, 2006 at 9:00 a.m. at the Board of Supervisors Chambers, 701 Ocean Street, 5th Floor, Santa Cruz, CA.

5-11.214

Respectfully submitted,

Gini Pineda, Staff

ATTENDEES

Catherine Patterson Valdez	Lift Line
Sam Storey	Community Bridges
Sandra Coley	Pajaro Valley Transportation
Management Association	
Bill Comfort	
Bob Yount	
Les White	SCMTD
Piet Canin	SCTMA
Paul Marcelin-Sampson	
Gene Burk	
Maria Esther Rodriguez	City of Watsonville
Lisa Hochstein	
Kristin Smith	
Pete Ilse	
Bret Zischke	
Bart Meltzer	
Jodi Keaschall	
Jacqueline Sternat	

5-11.915

Santa Cruz County Regional Transportation Commission (SCCRTC)

REGIONAL TRANSPORTATION COMMISSION Transportation Policy Workshop

MINUTES

Thursday, June 29, 2006
9:00 am
SCCRTC Conference Room
Santa Cruz, CA 95060

Members Present: Cliff Barrett (Alt.) Dennis Norton
 Jan Beautz Ellen Pirie
 Gustavo Gonzalez (Alt.) Andy Schiffrin (Alt.)
 Mike Keogh Pat Spence
 David Koch (Alt.) Marcela Tavantzis
 Donna Ziel (Alt.)

Members Absent: Emily Reilly

1. Introductions

Self introductions were made.

2. Oral Communications - None

3. Additions/Deletions to the Agenda

Executive Director George Dondero referred to two handouts: an update on the proposed FY06-07 state budget and highlights from the California Transportation Commission Bond Workshop held on June 27, 2006.

Deputy Director Luis Mendez noted an add-on page for Item 14.

Commissioner Beautz asked that resolutions include dollar amounts, when applicable.

Commission Alternate Schiffrin pulled Item 5 from the Consent Agenda. Chair Pirie designated it as Item 14.1.

Consent Agenda (Schiffirin/Norton) as amended

4. Accepted Interagency Technical Advisory Committee and Staff Recommendations Regarding Request to Caltrans for New Project Study Reports

5-11.61

5. Accept Updated Backup Information from Community Bridges for the Transportation Development Act (TDA) Claim - Moved to the Regular Agenda as Item 14.1.
6. Approved Staff Recommendations Regarding Electric Bicycle Commuter Incentive and Emergency Ride Home Programs Funding Carryover and Contract for the Emergency Ride Home Program (Resolutions 51-06, 52-06)
7. Accepted Informational Notes from the Budget and Administration/Personnel Committee Meeting of June 8, 2006

Regular Agenda

8. Carolyn Chaney & Associates, Washington DC Assistant – Contract and Visit to Santa Cruz

Senior Planner Kim Shultz highlighted the services performed by Ms. Chaney since she first contracted with the Regional Transportation Commission in 1997, including her work with Congressman Sam Farr's office in securing a \$2.9 million federal earmark for the Highway 1 Soquel/Morrissey Auxiliary Lanes Projects in 2005. He said that Ms. Chaney was invited to attend the September 7, 2006 Commission meeting to discuss the status of funding programs in Washington, DC.

Commission Alternate Schiffrin moved and Commissioner Beautz seconded to approve the staff recommendations that the Regional Transportation Commission (RTC):

1. Approve a resolution amending the contract with Carolyn C. Chaney & Associates, Inc., to provide compensation consistent with the approved FY 06/07 Budget and extend the term of service to June 30, 2007; and,
2. Attend a briefing by Ms. Chaney on federal transportation planning and funding issues at the September 2006 RTC meeting.

The motion (Resolution 53-06) passed unanimously.

9. Authorization to Release Request for Proposals (RFP) for State Transportation /Legislative Strategist

Senior Planer Kim Shultz gave the staff report saying that staff, as directed by the Commission in May 2007, prepared a Request for Proposals (RFP) to identify a consultant to assist the Commission in pursuing state discretionary funds and responding to new initiatives and programs proposed by the administration and/or the state legislature.

Commission Alternate Barrett arrived.

Commission Alternate Schiffrin moved and Commission Alternate Ziel seconded to approve the staff recommendations.

Mr. Shultz noted that the recommendations were two-fold and included the recommendation to create a Consultant Evaluation Committee in which two

5-11.62

Commissioners would participate. Commissioner Beutz and Commission Alternate Schiffrin volunteered to participate on the Committee.

Commission Alternate Schiffrin included the appointments in the motion to approve the staff recommendations that the Regional Transportation Commission (RTC):

1. Review the draft Request for Proposals for a State Transportation/Legislative Strategist;
2. Approve the draft RFP for release with revisions as appropriate; and,
3. Authorize the creation of a Consultant Evaluation Committee and appoint two Commissioners to participate in the Committee.

The motion passed unanimously.

10. RTC Autonomy – Employee Medical Insurance Through CalPERS Health Benefits Program

Senior Planner Tegan Speiser reviewed the staff report saying that there were no health insurance pools that offer HMOs in our area comparable to what is offered by CalPERS. Ms. Speiser said that in order to establish a relationship with CalPERS when the Commission becomes autonomous, it would be necessary that the Commission receive a presentation from CalPERS explaining benefits offered and administrative policies. She introduced CalPERS Health Program Analyst Devara Berger to make the presentation.

Ms. Berger gave a detailed report on joining the CalPERS Health Benefits Program, its relationship to the Public Employees Medical and Hospital Care Act (PEMCA), contracting requirements and contribution methods. She explained the difference between the “equal” and “unequal” contribution methods governing active and retired employees.

Commissioners discussed aspects of the two contribution methods and asked questions about cafeteria plans, regional pricing, possible rate increases and caps. Commissioner Beutz raised the issue that state rates were lower than rates for other government agencies.

Commission Alternate Schiffrin asked for the new CalPERS rates and Commissioner Beutz asked for the state rates.

Commission Alternate Schiffrin moved to approve the staff recommendations.

Discussion continued regarding rates for retirees and Senior Planner Speiser noted that the proposal is intended to mirror what is currently offered to County employees.

Commissioner Norton said that although employees deserve a good benefit package, the proposal is beyond what companies in the private sector provide and asked if there was a conflict of interest in voting to enter into an agreement with CalPERS because some Commissioners have CalPERS benefits.

SCMTD General Manager Les White commented on rate increases for local governments and noted the potential to negatively impact retired employees through contract negotiation agreements if the retired employees are not represented during bargaining.

5-11.63

Commission Alternate Schiffrin moved again to approve the staff recommendations that the Regional Transportation Commission:

1. Accept an oral presentation from CalPERS Health Benefits Program representative, Devara Berger at today's meeting;
2. Approve establishing a membership with the CalPERS Health Benefits Program to provide medical insurance benefits to active and retired Commission employees and their dependents at the premium levels established by the current County MOUs and employment agreements using the "unequal contribution method" for retirees vs. active employees; and
3. Direct staff to return to the Commission in August with the necessary resolutions to contract with CalPERS for employee health benefits.

Commission Alternate Barrett seconded.

Commissioners continued to discuss the health plan and its costs. Commission Alternate Barrett called the question.

In response to a question from Commission Alternate Schiffrin regarding a conflict of interest, County Counsel Chris Cheledon said he saw no conflict since the Commission was acting as a Board of Directors in approving a health benefit package for its employees.

The motion passed with Commissioner Norton voting "no".

11. RTC Autonomy – Update on Establishing the Santa Cruz County Regional Transportation Commission as an Autonomous Public Agency

Senior Planner Tegan Speiser highlighted the staff recommendations and described the twenty-four tasks necessary to complete the autonomy process.

In response to a question from Commissioner Pirie, Ms. Speiser explained that the autonomous Regional Transportation Commission will not be able to participate in Social Security until an employee election takes place after the CalPERS retirement membership is active.

Commissioner Keogh raised some issues regarding the way autonomy costs and savings are reflected in the report. He made the point that there is a difference between avoiding an increase to the budget, because of unused funds, and stating that there is not a cost to the agency.

Commission Alternate Schiffrin agreed that because the agency's budget is not increasing is not the same issue as whether there is a cost for autonomy and should be reflected as such. Ms. Speiser said she would add autonomy staff costs to the next report.

Executive Director George Dondero said that there were also non-measurable savings, such as procedural redundancies that will be eliminated upon autonomy.

5-11.64

Commissioner Pirie asked for more information regarding the current duplication of tasks that the RTC must perform as part of being a County agency and for information on the planned transfer of tasks from planners to the new Administrative Officer.

Commissioners discussed issues including whether an attorney has reviewed proposed agreements, the process to be used for car rental services, and the plan to sell the Commission van.

Commission Alternate Schiffrin moved and Commission Alternate Ziel seconded to approve staff recommendations that the Regional Transportation Commission (RTC):

1. Accept this status report on the RTC Autonomy Project, including an updated work plan and timeline;
2. Accept updated RTC autonomy cost estimates for FY06-07;
3. Approve establishing a membership in the California Public Employees' Retirement System to provide retirement benefits to RTC employees as outlined in the staff report and direct staff to return in August and September with the required contract resolutions to establish the RTC's membership in the CalPERS retirement program including offering the required survivor benefit;
4. Approve continuing to contract with the County of Santa Cruz for the following employee benefits: dental, vision, life insurance, long term disability, employee assistance program and participation in the County's deferred compensation program;
5. Approve resolutions authorizing the RTC to join the Special District Risk Management Association (SDRMA) JPA and participate in the SDRMA workers compensation insurance pool program and to apply to the Director of Industrial Relations to self-insure workers compensation liabilities;
6. Approve establishing an account with a private rental car company to replace the use of County fleet vehicles for travel to meetings out of the area and continue to purchase fuel and maintenance services through the County's fleet operations division;
7. Approve continuing to have all Commission funds managed and invested by the County Treasurer-Tax Collector in keeping with current arrangements; and
8. Approve establishing an account with the state's CalCard credit card program.

The motion passed unanimously (Resolutions 54-06 and 55-06).

12. Transportation Funding Task Force – Status Report and Task Force Membership

Transportation Funding Task Force Convener Fred Keeley gave a report saying that the initial Task Force meetings were completed and about 500 people had participated. He said that workbooks were also submitted online. Mr. Keeley said that the information was being entered on a spreadsheet which he hoped would be completed by next week. He said that if the Commission chose to continue the Task Force, the next step would be to write a plan and present it to the community to negotiate a funding plan

Mr. Keeley said that he had received a suggestion that before the writing phase of a plan began the Task Force meet together to provide overview, reflection and direction and would like to move forward with a meeting of this type in July.

5-11. b 5

He clarified that although local road concerns were a high priority in every area of the County, he did not mean to downplay the importance that many community members gave to widening Highway 1.

Commissioners discussed if input from the workbooks made it clear which problems/solutions were considered regional and which were considered community issues and how the Task Force could increase public participation.

Commissioner Pirie noted that the Task Force membership itself was designed to represent larger interest groups, so that a representative sampling of ideas would be brought to the table.

Mr. Keeley suggested that once a plan had been formed there could be a heightened level of participation.

Commissioner Keogh thanked Mr. Keeley and the Commission staff and said that a report would be needed before going forward.

Mark Jaffee requested that the report be put on the internet.

Micah Posner said that there were a lot of questions about trains and there is not enough information on trains.

Bill Comfort said that the Major Transportation Improvement Study (MTIS) contained much information on the feasibility of train service.

Paul Marcelin-Sampson said that when looking at any report, to remember that the statistics are representative of the Task Force members and the members of the public who chose to participate and are not random and, therefore, not representative of the opinions of the broader public. He asked that this should be reflected in how the information is presented.

Commissioners discussed how much of the budgeted funds were expended, whether Task Force members who did not attend workshops should be allowed to continue to participate and where the Task Force was in its scope of work. Commissioner Spence said she had strong concerns about members who did not attend meetings having the ability to cast a vote on any plan resulting from the Task Force recommendations.

Commission Alternate Schiffrin, replying to an earlier comment from Commissioner Beautz, said that the Task Force was not an end in itself, but part of a process and that the purpose of Task Force was to bring together a wide variety of interested parties and let those willing to work together come to a consensus. He said that small groups coming to a consensus have worked in other places and suggested it might be a good idea to test a broader section of the population, perhaps through a poll, when it came closer to the time to present a plan to the public.

Mr. Schiffrin also recommended contacting representatives who had not attended workshops one more time and if they did not respond within a month, to remove them from the Task Force at that time.

5-11.66

Commissioners discussed Eileen Goodwin's role in writing a plan. Mr. Keeley replied that both Ms. Goodwin and RTC staff would provide lots of input into any plan that would be developed and went on to distinguish between a plan and the report that Commissioners should expect in August. He said an actual plan would probably not be available until October and would be developed only if the Commission decided that the report warranted continuing with the Task Force.

Mr. Keeley also suggested that there be an additional task force meeting in two or three weeks for Task Force members to provide him with feedback and general advice and a second seminar in August or September on funding mechanisms and options.

Commissioner Beautz moved and Commissioner Norton seconded to approve the staff recommendations that the Santa Cruz County Regional Transportation Commission:

1. Accept this status report on the Transportation Funding Task Force activities and direct staff to compile a list of comments for the August RTC meeting;
2. Make the following changes to the Transportation Funding Task Force membership:
 - a. Replace the San Lorenzo Business Association with both the Ben Lomond Business Association and the Felton Business Association;
 - b. Replace the Surfrider Foundation with the Coastal Watershed Council;
 - c. Remove the two entities which have requested to be removed from the Task Force and one entity that has disbanded;
 - d. Contact the ten entities who have not yet attended a workshop about their participation in the Task Force; and
3. Provide direction regarding arranging additional low-cost seminars on topics raised by the Task Force.

Commissioner Keogh asked if both meetings could be funded with what is left in the Task Force budget and Commissioner Beautz asked for an update on the budget as soon as possible. Executive Director George Dondero said there was sufficient funding for the two proposed meetings and that a budget update would be released as soon as all the costs had been received.

Commission Alternate Schiffrin asked for a friendly amendment to recommendation 2d that if the ten entities did not respond within a month indicating their willingness to attend the next Task Force meeting that they be dropped from the Task Force. Commissioner Beautz was unwilling to amend the motion in that manner, but said she was willing to amend the motion to say that the ten entities would be contacted and asked for a report regarding their intentions to participate in the Task Force and that a decision would then be made in August about whether they would remain on the Task Force. Mr. Schiffrin also asked to clarify that the third recommendation included the two meetings suggested by Convener Keeley.

The motion passed with Commissioners Spence and Keogh voting "no".

The SCCRTC adjourned into Closed Session at 11:25 a.m.

5-11.67

Closed Session

13. Conference with Real Property Negotiator for Acquisition of the Santa Cruz Branch Rail Line Property: Santa Cruz Branch Rail Line from Watsonville Junction to Davenport

Agency Negotiator: Kirk Trost, Miller, Owen & Trost

Negotiation Parties: SCCRTC, Union Pacific

Under Negotiation: Price and Terms

Open Session

The SCCRTC reconvened for Open Session at 11:50 a.m.

14. Santa Cruz Branch Rail Line Acquisition – Draft Detailed Structures Assessment Report and General Inspection

Commissioner Tavantzis departed the meeting.

Deputy Director Luis Mendez introduced Pat Casey and Eric Okada from HNTB. Mr. Casey gave a PowerPoint presentation on the structures report which included information on load ratings, cost estimates on an annual basis and seismic retrofits.

Commission Alternate Ziel departed the meeting.

Commissioners discussed whether maintenance costs included paint or rust inhibitor, if seismic retrofitting was appropriate for wooden structures or just for metal structures and federal requirements for retrofits.

Bill Comfort said that retrofitting for structures that people walk on was recommended in a previous report.

Deputy Director Luis Mendez clarified that the previous structures report states that if passenger service or a trail over a structure are to be implemented, seismic vulnerability analyses should be done for the affected structures prior to implementation to determine the level of seismic retrofit needed.

Commissioners discussed the differences between Class 1, Class 2 and excepted track classifications as defined by the Federal Railway Administration. It was noted that bridges are not classified in the same manner as tracks.

Commissioner Keogh asked if the Capitola bridge was the only structure with an unacceptable rating.

Commission Alternate Schiffirin moved and Commission Alternate Barrett seconded to approve the staff recommendations that the Regional Transportation Commission:

5-11.68

1. Accept presentation of the *Santa Cruz Industrial Lead Supplemental Structural Assessment Report* produced by HNTB Corporation; and
2. Review the draft work proposal provided by HNTB for a general inspection of the Santa Cruz Branch Rail Line; and
3. Approve the proposed revised draft Rail Acquisition Project Financial Plan incorporating the general inspection of the Santa Cruz Branch Rail Line.

The motion passed unanimously.

14.1 Accept Updated Backup Information from Community Bridges for the Transportation Development Act (TDA) Claim – Formerly Item 5

Commission Alternate Schiffrin said that it appeared that half the money being spent is on Medi-Cal rides.

Commission Alternate Schiffrin moved that the issue be referred to the Budget and Administration/Personnel Committee for discussion. Commission Alternate Barrett seconded.

Paul Marcelin-Sampson agreed and presented a handout to the Commission.

The motion passed unanimously.

15. Next Meetings / Adjournment

The meeting adjourned at 12:45 p.m.

No meetings will be held in July.

The next regular RTC meeting will be held Thursday, August 3, 2006 at 9:00 a.m. at the **Scotts Valley City Council Chambers, 1 Civic Center Drive, Scotts Valley, CA.**

The next Transportation Policy Workshop will be held Thursday, August 17, 2006 at 9:00 a.m. at the RTC Office, 1523 Pacific Avenue, Santa Cruz, CA.

Respectfully submitted,

Gini Pineda, Staff

5-11.69

ATTENDEES

Paul Marcelin-Sampson
Bill Comfort
Dev Berger
Mark Jaffee
Pat Casey
Erik Okada
Catherine Patterson Valdez
Sam Storey
Pirt Canin
Les White
Genevieve Bookwalter
Ken Kannegaard
Bob Scott
Cliff Walters

CalPERS

MNTB
MNTB
Community Bridges/Lift Line
Community Bridges/Lift Line
SCTMA
SCMTD
Sentinel
CEMEX
SCCRTC Technical Advisor
Sierra Railroad\

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5-11.610

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: July 28, 2006
TO: Board of Directors
FROM: Tom Stickel, Maintenance Manager
SUBJECT: ACCEPT AND FILE INFORMATION REGARDING HIGHWAY 152
CORRIDOR BUS STOPS

I. RECOMMENDED ACTION

This report is for information purposes only. No action is required

II. SUMMARY OF ISSUES

- Caltrans is planning a rehab project on State Highway 152 as it goes through Watsonville.
- The City of Watsonville and District staff both sent requests to Caltrans to include bus stops as part of the rehab project.
- Caltrans has informed District staff that bus stops will not be included as part of the rehab project.

III. DISCUSSION

On Tuesday, June 13, 2006, Caltrans presented an overview of a major upgrade project for Highway 152, as it crosses through Watsonville. The project's west boundary is 152/1 at Holm Road, continuing through to just east of Beverly Drive. The presentation was given to the Watsonville City Council, and District staff attended also. See attachment A.

Subsequent to the presentation, Antonio Rivas, Mayor of the City of Watsonville, sent a letter to the Caltrans project manager, requesting that bus stops along the 152 route be considered for improvement. In addition, District contacted the Caltrans project manager with a specific list of bus stops that need improvements to make them ADA compliant. The District proposed upgrades to five stops that are currently in use, and the addition of three new stops. See attachments B and C.

On August 3, 2006, Steve DiGrazia, Caltrans project manager informed District staff that Caltrans would not consider any bus stop improvements as part of the 152 rehab project. Mr. DiGrazia suggested that such issues would be candidates for Transportation Enhancement projects, funded through the RTC.

5-13.1

IV. FINANCIAL CONSIDERATIONS

Encroachment permits, engineering and construction drawings, and construction costs will make any improvements to the bus stops on the H152 corridor very expensive. It will be necessary for the District to budget accordingly, to upgrade these stops for our customers.

V. ATTACHMENTS

Attachment A: Caltrans News Release dated June 6, 2006

Attachment B: Letter from Antonio Rivas dated June 23, 2006

Attachment C: Email from Tom Stickel dated June 15, 2006

5-13.2



NEWS RELEASE

Date: Tuesday, June 6, 2006
District: 5 (Santa Barbara, SLO, Monterey, Santa Cruz and San Benito Counties)
Contact: Susana Z. Cruz (español) or Colin Jones
Phone: (805) 549-3138 or (805) 549-3189

FOR IMMEDIATE RELEASE

HIGHWAY 152 TO GET MAJOR UPGRADE

City Council presentation set for Tuesday, June 13

WATSONVILLE – Improving and preserving the roadway, and pedestrian facilities, are the main goals for the Caltrans' Highway 152 project due to start construction in the fall, Caltrans officials announced.

The estimated \$10.5 million project will rehabilitate and repave Highway 152 for about four miles from the junction of highways 1/152 at Holm Road, through downtown, to just east of Beverly Drive north.

"This project will strengthen the roadway and extend its service life by many years with new surface pavement and improved drainage," said Cheryl Willis, Caltrans acting district director.

Caltrans will present the project to the City Council 4 p.m. Tuesday, June 13, at City Hall, 250 Main St., Watsonville.

The project will widen the highway's westbound shoulder from four to eight feet from Wagner Avenue to Beverly Drive north. In compliance with pedestrian accessibility requirements, it will also improve 120 curb ramps.

In addition, it will upgrade 52 commercial and residential driveways, including installing new concrete curb and gutter at 10 of these locations. Some sidewalk sections will also be rebuilt.

For pedestrian and motorist safety, the project will modify two sidewalk bulb-outs on Main Street located between Fifth and Lake streets, and Lake and Beach streets. Both mid-block crossings will be reduced about two feet in width on each side of the roadway to provide highway shoulder and wider lane width. The existing crosswalks will remain in place.



5-13.a1



NEWS RELEASE

Another work element includes upgrading storm water drainage systems at several intersections and locations throughout the project limits.

The existing landscaping in the project area will be preserved as much as possible.

Caltrans expects to advertise the project for construction bids in late summer or early fall. Construction is tentatively scheduled to begin in October and be completed in fall 2007, weather permitting.

Construction activities will occur at various times and locations throughout the project limits. Work on curbs, gutter and sidewalk will be limited to three blocks at a time to minimize disturbance to pedestrians.

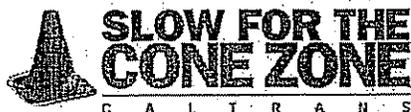
During construction, one lane in both directions will remain open at all times. When possible, a turning lane will be provided. Access to businesses and residences will also be maintained.

The project is funded through the State Highway Operation and Protection Plan. Caltrans is coordinating the project with the City of Watsonville.

For project updates, or more information, please call Susana Z. Cruz, Caltrans public information officer, at 831-423-0396 or e-mail info-d5@dot.ca.gov.

Caltrans reminds motorists to 'Slow for the Cone Zone.'

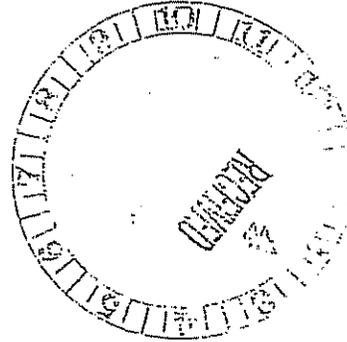
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5-13.92

CITY OF WATSONVILLE

"Opportunity through diversity; unity through cooperation"



June 23, 2006

Mr. Steve DiGrazia, Project Manager
Department of Transportation
50 Higuera Street
San Luis Obispo, CA 93401-5415

State Route 152 Rehabilitation Project Bus Stops

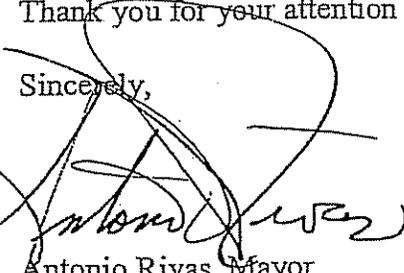
Dear Mr. DiGrazia,

Thank you for your informative presentation on the SR 152 Rehabilitation Project. Travel through the City of Watsonville will be greatly enhanced with the completion of this rehabilitation project.

Another important feature of travel through Watsonville is public transportation. Bus service is highly used by our residents. Many stops exist on SR 152 within the City limits. The City supports the installation of bus pullouts for existing stops where feasible and the installation of new bus stops to better serve our residents. In light of this upcoming rehabilitation project, we request that improvements to the bus service and stops be included as part of this project.

Thank you for your attention to this matter.

Sincerely,


Antonio Rivas, Mayor
City of Watsonville

c: Santa Cruz Metro
SCCRTC

ADMINISTRATION BUILDING
215 Union Street
Second Floor
Fax 831.761.0736

MAYOR & CITY COUNCIL
215 Union Street
831.768.3008
CITY MANAGER
831.768.3010
CITY ATTORNEY
831.768.3030
CITY CLERK
831.768.3040
PERSONNEL
831.768.3020

CITY HALL OFFICES
250 Main Street
COMMUNITY DEVELOPMENT
831.768.3050

Fax 831.728.6173
FINANCE
831.768.3450
Fax 831.763.4066
PUBLIC WORKS &

UTILITIES
831.768.3100
Fax 831.763.4065
PURCHASING
831.768.3461
Fax 831.763.4066

REDEVELOPMENT & HOUSING
831.768.3080
Fax 831.763.4114

AIRPORT
100 Aviation Way
831.768.3480
Fax 831.763.4058

FIRE
115 Second Street
831.768.3200
Fax 831.763.4054

LIBRARY
310 Union Street
831.768.3400
Fax 831.763.4015

ARKS & COMMUNITY SERVICES
30 Maple Avenue
831.768.3240
Fax 831.763.4078

20c - 1

5-13.61

Steve DiGrazia, 05:40 PM 6/15/2006, Watsonville Rehab Project

To: Steve DiGrazia
From: Tom Stickel <toms@scmtd.com>
Subject: Watsonville Rehab Project
Cc: les, peggy, Ciro Aguirre, Maria Rodriguez
Bcc:
Attached:

Steve,

Thanks for your presentation on June 13, 2006, at the Watsonville City Council meeting about the rehab project for Hwy 152 through Watsonville. As I indicated to you, Santa Cruz METRO operates several routes on this corridor, with associated bus stops. There are several that we would like to upgrade to ADA compliance, and some other improvements, pending the funds to do so. Here's a "short list" for consideration.

1. At Main and Clifford, westbound stop # 1141, we need an ADA pad, with a short retaining wall to prevent erosion.
2. At Main and Pennsylvania eastbound, stop #1139, we would like to replace the shelter, which was demolished by a car on January 25, 2002. The stop pad is ADA compliant.
3. At Main and Auto Center Drive eastbound, stop #1137, the sidewalk is setback with a planter strip between the curb and walk. The current stop uses the planter strip. This would need sufficient concrete work to fill out the space for an ADA pad.
4. At Main and Rodriguez eastbound, stop #2204, there is a need for an ADA pad.
5. At 370 East Lake at Blackburn eastbound, we would like to install a stop. The sidewalk and shoulder are wide along East Lake, and this would only require a bus stop sign, which we can do with a surface-mount pole support.
6. At 617 East Lake at Hushbeck, westbound, we would like to install a stop and expand the sidewalk enough for an ADA pad.
7. At 712-716 East Lake at Manor eastbound, there is another space available for a bus stop sign. In the case of #5, #6, and #7, both areas are already red curbed.
8. At East Lake at Nugent westbound, we have a stop that needs to be upgraded to an ADA pad.

If it would be at all possible to work any of these stop improvements to coincide with the Watsonville rehab project, it would greatly improve the transit corridor. All of them likely involve encroachment issues in the Caltrans right of way, but this is an opportune time to make the changes. These are improvements that could help take some of the auto traffic off of the roadway, and enhance transit service to the Watsonville community.

Thank you for the consideration.

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: August 25, 2006
TO: Board of Directors
FROM: Robyn Slater, Human Resources Manager
SUBJECT: PRESENTATION OF EMPLOYEE LONGEVITY AWARDS

I. RECOMMENDED ACTION

Staff recommends that the Board of Directors recognize the anniversaries of those District employees named on the attached list and that the Board Chair present them with awards.

II. SUMMARY OF ISSUES

- None.

III. DISCUSSION

Many employees have provided dedicated and valuable years to the Santa Cruz Metropolitan Transit District. In order to recognize these employees, anniversary awards are presented at five-year increments beginning with the tenth year. In an effort to accommodate those employees that are to be recognized, they will be invited to attend the Board meetings to receive their awards.

IV. FINANCIAL CONSIDERATIONS

None.

V. ATTACHMENTS

Attachment A: Employee Recognition List

6.1

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
EMPLOYEE RECOGNITION

TEN YEARS

Les D. Beck, Bus Operator
Steven E. Davidson, Bus Operator
Sharon D. Toline, Bus Operator

FIFTEEN YEARS

None

TWENTY YEARS

None

TWENTY-FIVE YEARS

None

THIRTY YEARS

None

6.21

**BEFORE THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

Resolution No. _____
On the Motion of Director: _____
Duly Seconded by Director: _____
The Following Resolution is Adopted:

**RESOLUTION OF APPRECIATION
FOR THE LEADERSHIP OF CONGRESSMAN SAM FARR IN OBTAINING THE
INCLUSION OF FUNDS FOR THE PACIFIC STATION REDEVELOPMENT
PROJECT IN THE FY 2007 HOUSE TRANSPORTATION APPROPRIATIONS
LEGISLATION FOR THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT**

WHEREAS, the Santa Cruz Metropolitan Transit District was formed to provide public transportation to all of the citizens of Santa Cruz County; and

WHEREAS, the Santa Cruz Metropolitan Transit District has identified the Pacific Station Redevelopment Project for capital funding; and

WHEREAS, the 2007 House Transportation Appropriations Bill provided the opportunity for discretionary capital funds to be earmarked for particular projects;

WHEREAS, the Pacific Station Redevelopment Project would provide additional bus loading zones, improved accessibility for persons with disabilities, and both market-rate and affordable housing in the Downtown Santa Cruz area; and

WHEREAS, the Pacific Station Redevelopment Project would provide an opportunity for private and public agencies to work collaboratively in the financing and construction of the project; and

WHEREAS, Congressman Sam Farr and members of his staff have, previously achieved federal funding commitments of approximately \$2,000,000 to be used for the property acquisition and construction components of the Pacific Station Redevelopment; and

WHEREAS, Congressman Sam Farr wrote letters to, and held meetings with, his fellow Members of Congress, and was consistent in his advocacy for the Pacific Station Redevelopment Project, resulting in an additional \$500,000 being included in the 2007 House Transportation Appropriations Bill that has been passed by the House of Representatives.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Santa Cruz Metropolitan Transit District does hereby commend Congressman Sam Farr for his efforts in the advancement of public transportation service in Santa Cruz County and expresses appreciation on behalf of itself, the staff and all of the citizens of Santa Cruz County.

BE IT FURTHER RESOLVED, that a copy of this resolution be sent to Congressman Sam Farr and that a copy of this resolution be entered into the official records of the Santa Cruz Metropolitan Transit District.

PASSED AND ADOPTED this 11th day of August 2006 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED _____

MICHAEL ROTKIN
Board Chair

ATTEST _____

LESLIE R. WHITE
General Manager

APPROVED AS TO FORM:

MARGARET GALLAGHER
District Counsel

7.2

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

DATE: August 11, 2006
TO: Board of Directors
FROM: Robyn D. Slater, Human Resources Manager
SUBJECT: CONSIDERATION OF APPROVAL OF A THREE-YEAR LABOR AGREEMENT BETWEEN THE UNITED TRANSPORTATION UNION, LOCAL 23, COVERING PARACRUZ OPERATIONS (UTU) AND THE SANTA CRUZ METROPOLITAN TRANSPORTATION DISTRICT

I. RECOMMENDED ACTION

It is recommended that the Board of Directors approve the three-year Labor Agreement between the United Transportation Union Local 23 covering ParaCruz Operations and the Santa Cruz Metropolitan Transit District

II. SUMMARY OF ISSUES

- The existing UTU ParaCruz Labor Agreement expired June 30, 2006.
- UTU and METRO management negotiators met through the spring and summer of 2006 to work out a tentative agreement.

III. DISCUSSION

The existing Labor Agreement with UTU ParaCruz expired on June 30, 2006. METRO and UTU executed two extensions to the Labor Agreement when negotiations extended beyond the expiration of the contract so that a tentative agreement could be established and presented to the Board of Directors. The parties agreed to limited scope negotiations, which narrowed the number of Articles discussed at the negotiation table to 14 Articles. This Articles were Article 4 (Union Representation), Article 5 (Rates of Pay), Article 9 (Classifications), Article 13 (Annual Leave), Article 14 (Leaves of Absence), Article 18 (Appeal to Arbitration), Article 25 (Duration), Article 29 (Passenger Service Assignments), Article 30 (Choice of Full-Time Work Assignments), Article 31 (Method of Handling Drivers Extra Board), Article 35 (Operating Policy), Article 36 (Labor Management), Article 37 (Special Pay Provisions), and Article 38 (Miscellaneous Provisions). Negotiations concluded on July 28, 2006 with clean-up language changes occurring on August 2, 2006. As of August 4th, UTU is currently informing their members of the terms of the tentative agreement and a vote of the members is scheduled for August 7, 2006.

The terms of the tentative agreement provide for a restructuring of the salary matrix, which creates a more consistent percentage increase between step increases and a reduction in the time needed to reach top step from 10 years to 7 ½ years. Also included is a 1% increase in salary in

11.1

the second year of the contract and a 2% increase in salary in the third year of the contract. The language regarding payment of the CalPERS retirement was changed so employees pay the Employee rate of 8%. In the first year the employees also pay a portion of the Employer rate attributable to enhancements to the pension. In the second and third year of the contract METRO agrees to pay the Employer's rate towards the CalPERS pension. Other changes to the Labor Agreement include reducing the schedule changes (bids) and requests for annual leave to three per year, the inclusion of unpaid meal breaks in the field, the addition of a uniform allowance to the salary, and the addition of the new job classification of Dispatcher (to be developed within 45 days of ratification). All other changes are related to work rules, without significant economic impact.

IV. FINANCIAL CONSIDERATIONS

Tentative agreement is within Board of Directors' parameter.

V. ATTACHMENTS

Attachment A: Tentative agreements, Articles 1 through 42

ARTICLE 4
UNION REPRESENTATION

4.01 Release Time for Union Representatives

The Union recognizes that the business of METRO is to provide service to the public, and agrees that requests for release time from duty for Union business under this Article will not unduly inhibit the business of the District. Requests for release time must be submitted as early as possible, and not later than 11:00 A.M. of the day prior to the time requested. An employee granted release time from service from their regular duties to attend meetings identified within this Article shall not be disadvantaged with respect to the compensation she would have received had she worked.

A. One (1) Union Officers or Committee members per day will be allowed release time from duty without loss of compensation for meeting and/or negotiating with METRO on matters within the scope of representation, or for attending standing joint Labor/Management committee meetings. Base representative and the Chairperson (or designee) will be released from duty without loss of compensation for time spent at METRO Board of Directors meetings. Base Representative(s) shall be considered part of the three representatives replaced per day.

B. Upon request by the Union, ~~two (2) Union Representative~~ will be allowed release time without loss of compensation for other Union purposes. METRO will bill the Union (called Bill Back) for each of these requests. The Union will reimburse METRO monthly for the charges. Reimbursement shall include but not be limited to wages paid, and employer contributions to retirement plans, State Disability Insurance, State Unemployment Insurance and any other mandatory payroll taxes. It is understood that employees released from work under this paragraph shall not be considered under the course and scope of METRO employment for the purposes of Worker's Compensation and other liabilities.

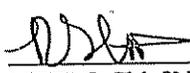
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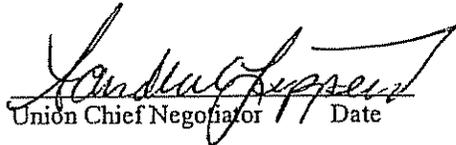
4.02 Union Business on METRO Property

A. METRO shall recognize the duly elected and/or appointed representatives of the Union. Union representatives shall be allowed to transact Union business on the premises of the District, but at no time shall delay the scheduled work assignments of any employee.
B. METRO shall provide desk space ~~and a computer terminal~~ to the Union and allow the Union to install its own telephone system. ~~If the Union's desk space is relocated at METRO's request METRO will assume the charges for the relocation of the existing Union telephone line.~~ The Union shall be responsible for the installation, maintenance and billing charges for that system.

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We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.

 6/20/06
METRO Chief Negotiator Date

 6/20/06
Union Chief Negotiator Date

ARTICLE 4
UNION REPRESENTATION

4.01 Release Time for Union Representatives

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A. One (1) Union Officers or Committee members per day will be allowed release time from duty without loss of compensation for meeting and/or negotiating with METRO on matters within the scope of representation, or for attending standing joint Labor/Management committee meetings. Base representative and the Chairperson (or designee) will be released from duty without loss of compensation for time spent at METRO Board of Directors meetings. Base Representative(s) shall be considered part of the three representatives replaced per day.

B. Upon request by the Union, two (2) Union Representative will be allowed release time without loss of compensation for other Union purposes, METRO will bill the Union (called Bill Back) for each of these requests. The Union will reimburse METRO monthly for the charges. Reimbursement shall include but not be limited to wages paid, and employer contributions to retirement plans, State Disability Insurance, State Unemployment Insurance and any other mandatory payroll taxes. It is understood that employees released from work under this paragraph shall not be considered under the course and scope of METRO employment for the purposes of Worker's Compensation and other liabilities.

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We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.

[Signature] 6/20/06
METRO Chief Negotiator Date

[Signature] 6/20/06
Union Chief Negotiator Date

11.a2

METRO
7/28/06

ARTICLE 5
RATES OF PAY

5.01 Payment on Minute Basis

The following rates of pay will be calculated on a minute basis and converted for payroll purposes to fractions of an hour. It is acknowledged that minutes are currently converted to the nearest hundredth of an hour on a daily or weekly basis.

5.02 Rates of Pay.

- A. Pay rates for represented classes are shown in Article 5.04B
- B. The parties have agreed to adopt a new wage scale that consolidates the pay rates for represented classes. Upon commencement of the Labor Agreement employees will be placed on the new wage scale, but shall not be disadvantaged by a reduction in base wage rate after the wage consolidation. The new wage rate shall be the employee wage rate closest to, but not less than, her previous base wage rate. Employees with more than one year of METRO seniority experience shall be placed at a step no less than the third step in the wage scale even if a lower step would not disadvantage them.

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5.03 Base Wage Rates and Regular Wage Rates

For the purpose of determining an employee's wage rate as used in this Agreement, the following two terms or categories shall apply:

- A. Base wage rate: The hourly rate identified by one of the steps in this Article.
- B. Regular wage rate: The hourly rate actually paid to an employee. This rate includes all premium pay provisions such as but not limited to, bilingual pay, differentials and any other FLSA required inclusion. When more than one premium is applicable, each premium shall separately be added to the employee's base wage rate. The employee's regular wage rate shall be used to compute overtime.
- C. ~~Effective the first full pay period in July 2007 base wage rates will be increased by 1%. Effective the first full pay period in July 2008 base wage rates will be increased by 2%.~~

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5.04 Training

~~An employee hired as a Trainee shall remain within the Trainee classification for a maximum of eight (8) weeks. An employee returning from leave who has not completed her probationary period shall not be paid at greater than the second pay step. Once an employee has successfully completed the probationary period, her rate of pay shall be based upon length of service from her initial date of hire.~~

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5.05 - Starting Wages¶
Community Bridges employees represented by UTU Local 23 joining the Transit District, should the in-house ParaCruz operation be selected by the Transit District's Board of Directors, will have their Community Bridges base wage rate (as of October 01, 2004) recognized as their starting wage with the Transit District. In no event shall the base starting wage effective on October 02, 2004 be greater than 10% from the base wage's submitted to the Transit District's negotiation team dated on May 03, 2004 (as appendix B). The only exception to this will be if a Community Bridges employee represented by UTU Local 23 is promoted into an existing recognized bargaining unit position at Community Bridges. The number of positions identified in each level, as specified in Appendix B dated May 03, 2004, cannot be exceeded as a result of promotions or employment actions. Wages listed in Appendix B that list two (2) wages will be recognized at the lower pay rate. ¶
¶
After the first pay period beginning in July 20

5.04 Salary Schedule Step Advancement

Eligibility for step advancement within each salary range shall be based upon regularly scheduled paid service hours (excluding overtime) and ~~satisfactory employee performance~~ as follows:

- A. The first step in the salary range is the minimum rate and shall be the standard appointment rate for the class.
- B. The second step shall be paid at any time after 1040 hours 180 calendar days of active service at the first step and successful completion of probation.
- C. The third step shall be paid at any time after 2080 hours 365 calendar days of active service at the second step.
- D. The fourth step shall be paid at any time after 2080 hours 365 calendar days of active service at the third step.
- E. The fifth step shall be paid at any time after 2080 hours 365 calendar days of active service at the fourth step.

8/2/06 8/2/06

Deleted: 05 base wages will increase 2%.

11.a.3

- F. The sixth step shall be paid at any time after ~~2080 hours~~ 365 calendar days of active service at the fifth step.
- G. The seventh step shall be paid at any time after ~~2080 hours~~ 365 calendar days of active service at the sixth step.
- H. The eighth step shall be paid at any time after ~~2080 hours~~ 365 calendar days of active service at the seventh step.

I. ~~The ninth step shall be paid at any time after 2080 hours 365 calendar days of active service at the eighth step.~~

J. ~~Hours of Active service shall be defined as all hours time in paid status.~~ *7/28/06*

G. ~~The effective date of the step advancement shall be at the beginning of the shift in which the hours of active service are met.~~

5.05 PERS

- a. Classification within the representation unit shall be enrolled in the Public Employees Retirement System (PERS) including the third level of the 1959 Survivors Benefits as allowed by PERS.
- b. In the 2006/2007 fiscal year an employee shall have a payroll deduction of the full eight percent (8%) Employee Rate plus any Employer Rate over 9.235% which is agreed is attributable to the Employer's Rate for the 1995 and 2002 PERS formula enhancements.
- c. Beginning in the 2007/2008 fiscal year an employee shall have a payroll deduction of the full eight percent (8%) Employee Rate only.

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1. continuing

2008/2009 fiscal year - an employee shall have a payroll deduction of the full (8) eight percent (%) Employee rate only. *7/28/06*

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.

[Signature] *7/28/06*
[Signature] *7/28/06*
 METRO Chief Negotiator Date

[Signature]
 Union Chief Negotiator Date
 METRO COUNTER #1 7/23/06 (PACKAGE)

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5.04 Definition of:

J. ~~Active Status~~ *Service* *7/28/06* ~~Time in active status~~ *Service* *7/28/06*

should include all paid time (exclusive of overtime), workers compensation, and any unpaid time that is covered by FMLA and CFRA. Also included in active status shall be any unpaid contractual leave including Parental, Hospice and Critical Care, and Military Leave, and Personal Leave. *8/2/06* *8/2/06*

[Signature] *7/28/06*

41.24

Beginning the first full pay period after ratification of the labor agreement

Step #	Reservationist	Clerk 1	Clerk 2	Van Operator Mechanic 1	Dispatcher Clerk 3/Mechanic 2	Dispatch/Scheduler	Reservation/Scheduling Coordinator Safety/Road Response Coordinator
a	\$11.37	\$11.61	\$11.92	\$12.02	\$12.52	\$14.55	
b	\$11.82	\$12.07	\$12.40	\$12.50	\$13.02	\$15.13	
c	\$12.42	\$12.68	\$13.02	\$13.13	\$13.67	\$15.89	
d	\$13.04	\$13.31	\$13.67	\$13.78	\$14.36	\$16.68	
e	\$13.69	\$13.98	\$14.35	\$14.47	\$15.07	\$17.52	
f	\$14.37	\$14.68	\$15.07	\$15.19	\$15.83	\$18.39	
g	\$14.95	\$15.26	\$15.67	\$15.80	\$16.46	\$19.13	
h	\$15.55	\$15.87	\$16.30	\$16.43	\$17.12	\$19.89	
i	\$16.17	\$16.51	\$16.95	\$17.09	\$17.80	\$20.69	

Beginning the first full pay period after July 1, 2007

Step #	Reservationist	Clerk 1	Clerk 2	Van Operator Mechanic 1	Dispatcher Clerk 3/Mechanic 2	Dispatch/Scheduler	Reservation/Scheduling Coordinator Safety/Road Response Coordinator
a	\$11.48	\$11.73	\$12.04	\$12.14	\$12.65	\$14.70	
b	\$11.94	\$12.20	\$12.52	\$12.63	\$13.15	\$15.28	
c	\$12.54	\$12.80	\$13.15	\$13.26	\$13.81	\$16.05	
d	\$13.17	\$13.45	\$13.80	\$13.92	\$14.50	\$16.85	
e	\$13.83	\$14.12	\$14.49	\$14.62	\$15.22	\$17.69	
f	\$14.52	\$14.82	\$15.22	\$15.35	\$15.99	\$18.58	
g	\$15.10	\$15.42	\$15.83	\$15.96	\$16.62	\$19.32	
h	\$15.70	\$16.03	\$16.46	\$16.60	\$17.29	\$20.09	
i	\$16.33	\$16.67	\$17.12	\$17.26	\$17.98	\$20.90	

Beginning the first full pay period after July 1, 2008

Step #	Reservationist	Clerk 1	Clerk 2	Van Operator Mechanic 1	Dispatcher Clerk 3/Mechanic 2	Dispatch/Scheduler	Reservation/Scheduling Coordinator Safety/Road Response Coordinator
a	\$11.71	\$11.96	\$12.28	\$12.38	\$12.90	\$14.99	
b	\$12.18	\$12.44	\$12.77	\$12.88	\$13.41	\$15.59	
c	\$12.79	\$13.06	\$13.41	\$13.52	\$14.08	\$16.37	
d	\$13.43	\$13.71	\$14.08	\$14.20	\$14.79	\$17.19	
e	\$14.10	\$14.40	\$14.78	\$14.91	\$15.53	\$18.05	
f	\$14.81	\$15.12	\$15.52	\$15.65	\$16.30	\$18.95	
g	\$15.40	\$15.72	\$16.14	\$16.28	\$16.96	\$19.71	
h	\$16.02	\$16.35	\$16.79	\$16.93	\$17.64	\$20.49	
i	\$16.66	\$17.01	\$17.46	\$17.61	\$18.34	\$21.31	

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Handwritten signatures and dates:
 Sandmeyer
 8/2/06
 Robyn D. Slater
 8/2/06

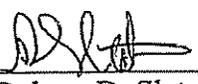
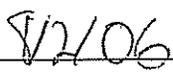
Handwritten notes:
 Accepted as S.04 B of
 July 28, 2006
 Tentative agreement

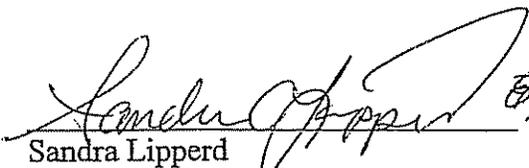
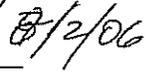
IMPLEMENTATION AGREEMENT

Upon ratification of the ParaCruz Labor Agreement by UTU Local 23 and the METRO Board of Directors, the undersigned agree that as part of the implementation process, the three (3) Paratransit Operators with hire dates of November 10, 2005, will be placed in step "b" of the revised wage matrix for their class specification. It is also agreed the aforementioned Paratransit Operators will have their anniversary date adjusted to the month of May for future wage step increases, in accordance with the language provided in Article 5.04a:

" Eligibility for step advancement within each salary range shall be based upon regularly scheduled paid service hours (excluding overtime) and satisfactory  employee performance as follows: 

- B. The second step shall be paid at any time after 180 calendar days of active service at the first step.
- C. The third step shall be paid at any time after 365 calendar days of active service at the second step.
- D. The fourth step shall be paid at any time after 365 calendar days of active service at the third step.
- E. The fifth step shall be paid at any time after 365 calendar days of active service at the fourth step.
- F. The sixth step shall be paid at any time after 365 calendar days of active service at the fifth step.
- G. The seventh step shall be paid at any time after 365 calendar days of active service at the sixth step.
- H. The eighth step shall be paid at any time after 365 calendar days of active service at the seventh step.
- I. The ninth step shall be paid at any time after 365 calendar days of active service at the eighth step.
- J. Active Service: Time in active service should include all paid time (exclusive of overtime), workers compensation, and any unpaid time that is covered by FMLA and CFRA. Also, included in active service shall be any unpaid contractual leave including Parental, Hospice and Critical Care, Military Leave, and Personal Leave. "

 
Robyn D. Slater
Chief Negotiator METRO

 
Sandra Lipperd
Chief Negotiator UTU Local 23

11.26

**ARTICLE 9
CLASSIFICATIONS**

9.01 Availability of Job Classifications Class Specifications

A manual of all current job classifications shall be available at the ~~District~~METRO's Personnel Office for review by employees and Union representatives. An employee may obtain a copy of any job classification from the ~~District~~METRO Human Resources Department.

Upon appointment, each new employee shall be provided with a copy of the employee's job classification. Further, an employee shall be given a copy of the amended job-classification-class specification as changes occur.

9.02 Classification-Class Specification Actions

The ~~District~~METRO shall negotiate with the Union regarding appropriate classification whenever the ~~District~~METRO intends to audit, classify, reclassify, create, modify, and/or abolish classes existing in, or appropriate to classifications-class specifications represented by the Union.

In addition, when the Union believes that an employee has been regularly assigned duties which do not reasonably relate to the classification-class specifications to which the employee is assigned, the Union may request, and the ~~District~~METRO shall grant, an opportunity to negotiate with the parties involved regarding such assignment.

9.03 Classifications-Class Specifications Identified

Classifications covered by this Agreement are:

- Safety and Training Coordinator
- Reservation and Scheduling Coordinator
- Dispatcher, Dispatch/ Scheduler (See Article 9.06)
- Vehicle mechanics I, II
- ParaCruz Vehicle Operators
- Reservationist
- Office Assistant, Clerk I, II, III

It is understood and agreed that if and when any new non-management positions are established, the ~~District~~METRO will meet with the Union prior to establishing these positions or classifications class specifications and will bargain with the Union on wages, hours, working conditions and other terms of employment for these positions or classifications class specifications.

9.04 Standard of Efficiency Established by the ~~District~~METRO

In its hiring policy, the ~~District~~METRO shall have the right to establish and require tests and standards of efficiency as it may deem necessary to satisfy itself of the competency and physical well being of the prospective employee for the desired position in order to fully provide for the safety of operation of its equipment, subject to the provisions of this Agreement and the applicable Safety Regulations of the California Highway Patrol or any other safety regulations provided by California law.

9.05 Vehicle Operation

It is the business of ParaCruz to provide accessible transportation for people who are unable to independently negotiate the fixed route system due to a disability and the ~~District~~METRO needs to do so in the context of federal and state laws and its contractual obligations. Having a stable work force is in the interest of the Union and the ~~District~~METRO.

No employee shall have her employment terminated or her regular hours of service reduced or conditions of employment adversely affected by the ~~District~~METRO as a result of its contracting with common carriers or competitive bidding for operation of ~~District~~METRO equipment in service, nor as a result of the subcontracting of paratransit services.

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A minimum of seventy-five (7075) percent of all monthly ParaCruz trips will be performed by DistrictMETRO employees covered by this agreement. The remaining ParaCruz trips may be performed by other parties or outside vendors using a combination of DistrictMETRO and non-DistrictMETRO vehicles.

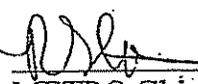
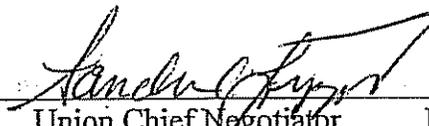
It is mutually understood by the parties that ParaCruz service, as detailed by the Americans with Disabilities Act (ADA), is a no default service under Federal Law. Management reserves the right using whatever means necessary, to ensure that the DistrictMETRO complies with Federal Law.

DistrictMETRO taxi-type equipment or paratransit equipment shall not be used in fixed route service. The use of DistrictMETRO equipment operated by the DistrictMETRO shall not result in the replacement of fixed route service of Santa Cruz Metropolitan Transit DistrictMETRO with dial-a-ride or demand response service for the general public.

9.06 Arbitration Settlement

- A. Within forty-five (45) days of the execution of this agreement, METRO will create a new position entitled "Dispatcher". This position shall be the first position in the progression of Dispatcher, Dispatcher/Scheduler Classification Group. The wage scales for both positions are set forth in Article 5.04B and shall become effective when the testing and assignments referred to below are completed. 5.04B (JA)
- B. Once the "Dispatcher" position is created, the employees who are currently classified in the position of Dispatcher/Scheduler shall be objectively tested to determine which of the two classifications each shall be assigned. The testing process shall consist of the scheduling of sample rides and shall be acceptable to the UTU whose acceptance shall not be unreasonable withheld. UTU will be provided with an outline of the test and will have two working days for review. UTU agrees that it will keep the testing information confidential and will not directly or indirectly allow the affected employees to have access to it.
- C. The parties agree that they have bargained in good faith, which has resulted in the finalization of this Agreement and settles all issues arising out of the Arbitration. Each side agrees that this Agreement is final and binding.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.

	7/27/06		7/27/06
_____ METRO Chief Negotiator	_____ Date	_____ Union Chief Negotiator	_____ Date

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ARTICLE 13
ANNUAL LEAVE

13.01 Accruals

- A. Classifications within the representation unit shall accrue Annual Leave while in paid status and in accordance with the following rate based on District METRO seniority (except as otherwise stated in this Labor Agreement):

District METRO Seniority	Hourly Accrual Rate	approximate days per year
Through 4 years	0.0480	12.5
5 through 9	0.0788	20.5
10 through 13	0.0980	25.5
14 through 16	0.1096	28.5
17 and over	0.1173	30.5

- B. An employee may not carry over more than her earned Annual Leave accrual amount at the end of that fiscal/payroll year. Any Annual Leave accrued in excess shall be paid in cash.
- C. Unused Annual Leave accumulated beyond eighty (80) hours may be paid in cash at the employee's base wage rate up to 200 hours annually upon written request at least fourteen (14) days in advance of the payroll date provided the employee has taken at least five (5) annual leave days during the previous twelve (12) months. Payment shall be made in the first pay period of March, June, September, and December of each year.
- D. An employee separating from employment with the District METRO shall be paid for unused Annual Leave at her base wage rate.
- E. Annual Leave compensation:
An employee will be compensated eight (8) hours per day, at her base wage rate, for each day taken on Annual Leave.
- F. An employee may voluntarily donate any accrued Annual Leave to assist another District METRO employee whose Annual Leave and Sick Leave balances may have been depleted due to the necessity of providing Hospice or critical care to ailing family members, as provided in District METRO regulations.

13.02 Scheduling of Annual Leave

- A. Annual Leave shall be taken for vacation or other personal reasons. The District METRO shall establish a schedule which permits each employee to have the opportunity to take a minimum of all earned Annual Leave for the calendar year. The right of preference for dates on the Annual Leave schedule shall be governed by classification seniority. ~~For the purposes of this article, all driver classifications shall be treated as one.~~

- A. The Annual Leave Calendar containing designated Annual Leave spaces shall be as follows:
 - Winter Bid
 - 2 Drivers, + 2 all each non driver classification
 - Summer Bid
 - 2 3 Drivers, + 3 all each non driver classification
 - Fall Bid
 - 2 Drivers, + 2 all each non driver classification

Additionally on the following days:

Thanksgiving, the day after Thanksgiving and December 24th through January 1:
5 Drivers, 3 all non driver classification (no more than one (1) from any classification).

~~During periods when regularly scheduled service drops from the schedule, the District METRO and the Union will meet to determine the number of spaces to be added to the annual leave calendar. At~~

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such time that the number of employees increase by ten (10) from current (7/1/2006) staffing levels, the METRO and the Union will negotiate additional Annual Leave slots.

- B. Bidding for Annual Leave will be done in writing every ~~six (6)~~ bid cycle change months. Each employee will deposit her Annual Leave proxy with a bidding representative prior to 5:00 P.M. on her appointed day. Posting of Annual Leave during bidding shall be in order of seniority, beginning with the most senior employee. Employees' choices will be posted to the Annual Leave Calendar at the beginning of the day following the day they are received. An updated Annual Leave Calendar will be made available at Operations ParaCruz Base as soon as possible following the posting of the previous day's selections. The Annual Leave calendar shall indicate spaces guaranteed and spaces remaining open beginning with the first day of the bid cycle and extending through the following 365 day period.
- C. The Annual Leave Calendar for the following six bid period month period will remain open to all employees on a first come, first served basis, regardless of an employee's classification seniority. All requests must be submitted by the employee by 10:00 A.M. five (5) days in advance. Signing on Annual Leave for days that are left open on a first come, first served basis shall be handled as follows:
An employee shall fill out a "Request for Time Off" form indicating the date(s) on the calendar that she wishes. This form shall be turned in to the ParaCruz Manager or designee and a copy returned to the employee making the request. The ParaCruz Manager or designee shall respond in writing to the employee by 12:00 noon of the second regular workday (Saturdays, Sundays, holidays excluded) following the date the request was submitted.

No later than each Tuesday, the District METRO shall make available at each ParaCruz Base an updated copy of the Annual Leave Calendar. The calendar shall indicate the spaces guaranteed and open spaces remaining from the current date through the end of the period available for sign up at the most recent semi-annual sign-up.

13.03 Cancellation of Annual Leave

- A. An employee will not be required to take Annual Leave on the dates for which she has signed up, but those dates will be set aside (guaranteed) for her time off. An employee whose work has been posted for hold-down who then decides not to utilize her guaranteed time off must notify the ParaCruz Manager or designee at least thirteen (13) days prior to the date her Annual Leave begins. All other employees must give five (5) days notice. Failure to do so will result in the employee being required to take her Annual Leave as scheduled.
- B. Any changes requested by an employee to the Annual Leave Calendar will be submitted in writing on the appropriate form and shall be effected by the ParaCruz Manager or designee.
- C. An employee who wishes to cancel Annual Leave that has been assigned as a hold-down may do so subject to the following conditions:
1. She must submit a written request to the ParaCruz Manager or designee.
 2. She shall work the Extra Board for the time canceled and shall not be eligible for hold-downs during that period.
 3. She shall maintain her regular days off.
 4. She may exercise her seniority for order of assignment as outlined in Article 31.05A.
- D. An employee who is not qualified to bid or who loses her bid under the provisions of Article 30.03C shall have all her previously signed up annual leave days canceled for that bid period. This shall in no way impair the ability of employees unable to bid because of medical reasons from requesting supplemental pay from their annual leave balances.

13.04 Annual Leave Waiting Lists

A permanent waiting list will be maintained for all time available for bidding (one year) with the Annual Leave Calendar. The waiting list will be established prior to the bidding time for the first employee, and will become part of the Annual Leave Calendar for that semi-annual bid cycle. The

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waiting list will include all employees that request Annual Leave on that day. If an employee wishes to take a particular day off and no open spaces remain for that day on the Annual Leave Calendar, her name shall be entered on the waiting list.

Sign-up on the waiting list will be handled in the same manner as sign up for guaranteed spaces on the Annual Leave Calendar, that is, in order of seniority during the semi-annual bid sign-up and first come, first served after the semi-annual sign-up is completed. In the event that spaces become available on the Annual Leave Calendar, employees whose names are on the waiting list will be contacted in the order that their names appear to confirm their Annual Leave sign-up for that day.

13.05 Annual Leave Planning and Qualifications

Planning of Annual Leave must be in accordance with the following and will be used as a guideline for priority:

- A. The employee must have adequate accrued Annual Leave to be eligible for that leave. This shall include all Annual Leave time accrued through the end of that Annual Leave. Advance Sick Leave conversion and/or holiday conversion cannot be utilized until actually earned and credited to the employee's Annual Leave balance.
- B. The District METRO shall be responsible for keeping accurate records for qualification for Annual Leave. An employee with insufficient accruals of Annual Leave time will be contacted by the ParaCruz Manager or designee prior to the thirteen (13) or five (5) day cancellation deadline and given the opportunity to cancel the time she is not qualified to take on a day by day basis. An employee who does not cancel her Annual Leave will have any necessary adjustments to signed on Annual Leave time made by the ParaCruz Manager or designee.

C. Annual Leave Bidding:

An Annual Leave bid proxy shall be submitted by each employee by 5:00 P.M. of the day the employee is scheduled to bid for annual leave. In the event an employee fails to submit her Annual Leave proxy by the 5:00 P.M. deadline, but does submit her Annual Leave proxy, time stamped no later than 8:00 A.M. of the next day, the affected employee's seniority number for choice of Annual Leave shall fall to the bottom of the bid list for her bidding day. The seniority lost by that placement shall determine the employee's eligibility for Annual Leave as noted on her proxy.

In the event more than one employee misses the 5:00 P.M. deadline on the day of bidding, the affected employees shall be ranked for choice of Annual Leave by classification seniority.

An employee who fails to submit her Annual Leave proxy by the final 8:00 A.M. deadline shall forfeit her right to bid Annual Leave for time beyond the next six-month bid period.

13.06 Illness During Annual Leave

If an employee becomes seriously ill and is incapacitated while on Annual Leave, and the illness can be supported by a written statement from a physician, the employee shall have the period of illness charged against Sick Leave and not Annual Leave upon written request.

13.07 Advance Pay on Annual Leave

An employee may be paid for her scheduled Annual Leave in the last paycheck received prior to taking the Annual Leave days, provided she makes a written request before the closing of the payroll for that paycheck.

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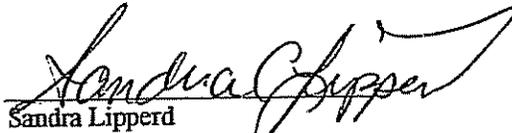
We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this Article. Each side understands that any changes or modifications must be approved by both sides in writing.



Robyn D. Slater
METRO Chief Negotiator

6/28/06

Date



Sandra Lipperd
Union Chief Negotiator

6/28/06

Date

11.9.12

**ARTICLE 14
LEAVES OF ABSENCE**

14.01 Medical Leaves of Absence

- A. An employee absent because of illness, except workers' compensation injuries, shall be considered to be on Medical Leave of Absence after one continuous absence of more than seven (7) calendar days. The leave shall be limited to a period of six (6) months beginning with the first day of continuous absence. An employee shall present a physician's certificate of medical conditions within thirty (30) days of the first continuous day of absence and every thirty (30) days thereafter. An employee may present the certificate by certified mail.
- B. An employee on medical leave unable to return to work and perform the duties of an employee within the six (6) month maximum leave period will be placed on Furlough status.
- C. An employee who desires to return from Medical Leave will present a physician's release stating a return-to-work date. Should an employee returning from a leave require retraining she will be returned to service within seven (7) calendar days from receipt of the written release.
- D. An employee who is on Medical Leave of Absence on account of illness and who accepts regular, outside gainful employment, shall not be terminated unless at the time she performs the outside employment she is physically able to perform her duties as an employee on a regular, full-time basis. The employee will notify ~~the District and~~ METRO and the Union of the employment. An employee who is on Medical Leave of Absence because of physical restrictions, and who is receiving benefits under any State law which requires her to accept gainful employment to be eligible for these benefits, shall not have her services terminated provided that she immediately informs ~~the District~~ METRO and the Union of the employment and its duration.
- E. ~~The District shall~~ METRO shall respond in writing within five (5) working days to all requests for extensions with copies of said response given to the employee and the Union.
- F. The employee may apply accumulated Sick or Annual Leave in order to cover absences due to illness or injury or to supplement State Disability Insurance benefits. Total compensation shall not exceed eight (8) hours pay per day at the employee's base wage rate.

14.02 Leave on Account of Industrial Injury

An employee on leave due to industrial injury has the right to receive compensation pursuant to State Workers' Compensation Law and Article 10.04. An employee shall continue to accrue ~~District~~ METRO and Classification seniority for twelve (12) months. The employee will ~~have District~~ ~~have~~ METRO paid medical, dental, and vision insurance through the month following the month of injury. The employee will be returned to service within seven (7) calendar days from receipt of the written release and final clearances from industrial injury. An employee on industrial injury leave and unable to return to work and perform her duties within eighteen months shall be placed on Furlough status. An employee placed on Industrial Injury Furlough status shall have recall rights before non-medical recalls when they are medically released to return to work. The two year return to work notification requirement shall be waived in accordance with Article 11.05 C.

14.03 Parental Leave

A pregnant employee may continue working as long as the performance of assigned duties is not impaired. An employee may apply for and be granted a Parental Leave of Absence for up to twelve (12) months. The employee may be required to produce a physician's certificate of medical condition.

An employee who accepts placement of a child under the age of eighteen (18) months, in anticipation of completion of a legal adoption, shall also be entitled to a Parental Leave of Absence for up to twelve (12) months, and shall be entitled to all other provisions set forth in this policy.

A. Notification of Leave:

Except for the initial leave, an employee must notify the ParaCruz Manager or designee one month in advance of the date the employee intends to take additional Parental Leave.

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B. Notification of Return to Work:

When the employee is ready and available to return to work, she will give written notification to the District METRO of her intent to return. the District METRO shall place the employee back in service within fourteen (14) calendar days from receipt of the written notification.

C. Use of Annual Leave and Sick Leave Accruals:

An employee may use accumulated Sick Leave and Annual Leave to cover absences related to maternity, paternity or adoption. Annual or Sick Leave may be used for continuous absences or for individual days. An employee may also use Annual Leave or Sick Leave accruals to supplement State Disability Insurance payments.

1. Request for Payment:

An employee using Annual Leave or Sick Leave accruals as noted above must submit a written request to the ParaCruz Manager or designee in a timely manner. The request shall specify from which account pay is to be drawn and include specific dates to be covered. Payments of Annual Leave or Sick Leave shall coincide with the regular payroll period.

2. Request for Singular Days of Parental Leave:

An employee may use Sick Leave or Annual Leave to cover absences related to maternity, paternity or adoption. Requests for singular Parental Leave days shall be made prior to 11:00 A.M. of the day before the requested day. No singular Parental Leave days shall be granted the day before, day of, or day after the holidays listed in Article 12.01. Two employees per day shall be allowed to use this option. Requests for time off under this section shall be approved by the earliest time stamp. There will be no unpaid singular days allowed under this Section. Parental Leave days will not be considered as counted absences per Article 15.04.

14.04 Bereavement Leave

Employees shall be allowed one day off to attend the funeral of any individual who shared a significant personal relationship with the employee. The employee may request payment from her Sick Leave accruals for absence due to these occasions, not to be considered a counted absence per Article 15.04.

The District shall grant time off and shall pay an employee up to three (3) eight (8) hour days at her base wage rate for any regularly scheduled work days lost in order to make arrangements and attend services due to the death of a member of the family: parent, step-parent, sibling, step-sibling, child, step-child, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandparent, aunt, uncle, niece, nephew, grandchild, spouse, or principal domestic partner. An additional two (2) days paid time off at the employees base wage rate shall be granted if the distance traveled to the funeral is greater than three hundred fifty (350) ~~The District~~ miles. METRO may require verification of the distance traveled.

The three (3) days shall be construed as full eight (8) hour days only, and may be taken only within the seven (7) calendar days, starting with the day of death or funeral. Any exceptions to this seven (7) day rule shall be made only by arrangement between the employee and management, during the seven (7) day period. The employee must notify the ParaCruz Manager or designee before beginning the leave.

Time paid for Bereavement Leave shall be considered as time worked for all purposes, excluding overtime.

14.05 Military Leave

An employee who is inducted into the armed forces of the United States, or who volunteers for service during a national emergency shall, upon completion of the service, be reinstated to her former position with no loss of seniority, status, and base wage rate, provided that she shall have been discharged from the military service and she is still mentally and physically qualified to perform the duties of the position. Reemployment will begin no later than ninety (90) days

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subsequent to discharge. If hospitalization after the discharge continues for a period of not more than one (1) year, reemployment shall begin no later than ninety (90) days after the date hospitalization ends.

An employee who has been employed by the District METRO and is required to attend military exercises as part of her Military Reserve obligation, shall be given leave to do so without loss of seniority, benefits or Annual Leave or Sick Leave accruals.

14.06 Jury Duty

As a citizen it is the employee's duty and privilege to participate in certain governmental affairs. One of these is jury duty. If the employee is called for jury duty, or subpoenaed as a witness, the employee must present the summons to the ParaCruz Manager or designee. The employee shall be granted a leave, the days of which will be governed by the time stated on the summons.

- A. Upon remitting fees (less travel allowances) to the District METRO, which the employee receives, she will receive her base wage rate for her regularly scheduled workweek.
- B. Days lost because of jury service will be considered time worked for purposes of accrual of Annual Leave, Sick Leave, benefits and all other purposes.
- C. At the employer's request, adequate proof must be presented of time served on jury duty.
- D. No employee shall be entitled to compensation for service on the Grand Jury.
- E. If necessary due to extended trials, the District METRO and the affected employee shall arrange a schedule which guarantees the employee two consecutive days off with no loss in weekly guarantee.
- F. An employee scheduled for jury duty or answering a subpoena as defined above on a regular day off other than paragraph E above, shall receive alternative equal time off during the pay period or receive eight (8) hours pay at straight time rate.

14.07 Hospice and Critical Care Leave

- A. An employee shall be granted necessary leaves to care for a critically ill family member with appropriate verification, not to exceed six (6) months in a twelve (12) month period. The leaves shall be granted on a daily, weekly or monthly basis as needed, provided that the request is submitted by 11:00 A.M. prior to the day being requested. An employee may be paid for these absences from her Sick Leave or Annual Leave accruals.

In the event a family member with a previously verified long term critical illness experiences periodic acute traumatic episodes for which emergency medical treatment must be sought, an employee shall be granted immediate release from her assignment to seek treatment for her family member. Release time shall be counted as leave under this Section.

- B. An employee may voluntarily donate any accrued Annual Leave to assist another District METRO employee whose Annual Leave and Sick Leave balances may have been depleted due to the necessity of providing Hospice or critical care to ailing family members, as provided in District METRO regulations.

14.08 Intra-District METRO Leaves of Absence Out of Classification

An employee accepting employment in other classifications not covered by this Agreement, but within the District METRO, shall be granted a leave of absence. An employee on the call back list accepting employment in other classifications within the District METRO shall continue to accrue and maintain classification seniority.

14.09 Good Standing with the Union

An employee granted a leave of absence under the provisions of this Article must remain in good standing with the Union or pay the appropriate service fees if she wishes to retain her District METRO and classification seniority rights on positions covered by this Agreement.

14.10 Personal Leave

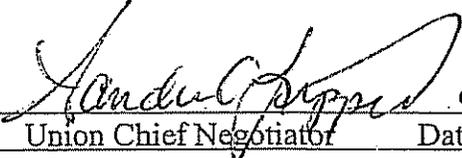
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An employee who is unable to obtain leave under any other time-off policy and who desires an unpaid leave of absence for personal reasons shall set forth such reasons in writing and present them to the General Manager. Conflicting requests for unpaid personal leave of absence will be considered on a first-come first-served basis. Considering conditions prevailing in METRO at the time the request is made, the General Manager shall determine whether or not a leave shall be granted, as well as the period of time to be covered in said leave. Requests for unpaid leave shall not be unreasonable denied; however, the General Manager has the right to deny an employee's request if the purpose of the leave is a vacation and an annual leave balance exists. Requests for leave, if granted, shall be granted for thirty (30) calendar days or less. During this leave METRO shall continue to pay its share for medical, dental and vision benefit coverage. Except in the event of an employee emergency, no more than one unpaid leave of absence may be requested by an employee in any calendar year, nor can an employee request unpaid leave for consecutive 30-day periods.

An employee may request a personal leave of absence no sooner than sixty (60) calendar days prior to the commencement of the leave. Employees requesting an unpaid leave of absence shall be notified in writing of the denial or approval not less than thirty (30) calendar days of the commencement of the leave date. If an employee is requesting unpaid leave of absence less than sixty (60) calendar days before the commencement of the leave date, she shall be notified in writing of the approval or denial within fifteen (15) calendar days of the request. Once approved, METRO or the employee may not rescind an unpaid leave unless an unforeseeable emergency situation necessitates such denial. Documentation of unforeseeable emergency will be required.

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We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.

	5/28/06		6/28/06
METRO Chief Negotiator	Date	Union Chief Negotiator	Date

11.216

4:20 pm

ARTICLE 18
APPEAL TO ARBITRATION

18.01 Appeal to Arbitration

If a grievance or a dispute which has been processed in conformance with the procedures set forth in Articles 16 and 17, and which involves the interpretation, application or breach of any of the terms of this Agreement or the discipline or discharge of any employee covered by this Agreement is not settled to the satisfaction of the Union or the ~~District~~ METRO, either party may, within twenty (20) days from the date of the decision, by written notice to the other party, request that the matter be submitted to arbitration for decision.

By mutual agreement of the parties, any matter subject to this article may be submitted to mediation through the State Mediation and Conciliation Service prior to arbitration. ~~arbitration.~~

The jurisdiction and authority of the Arbitrator shall be confined exclusively to the interpretation of the explicit provisions of this Agreement and the applicable rules and regulations at issue between the parties and the issuing of a decision or award in accordance therewith. The Arbitrator shall have no authority to add to, detract from, alter, amend, or modify any provision of the Agreement, or impose on any party hereto a limitation or obligation not explicitly provided for in this Agreement, or to alter any wage rate or wage structure. The decision of the Arbitrator shall be rendered after the evidence and arguments are presented by the parties in the presence of each other and in post hearing briefs if allowed. This decision shall be final and binding to the parties except as outlined in Article 18.02A.

All expenses of the arbitration shall be equally divided between the parties, except that if one party cancels the arbitration after the date has been set that party shall bear all costs associated with the cancellation. Any employee who is a witness will be released without loss of compensation.

- A. Within ten (10) days from the date of notice of appeal, the Union and the ~~District~~ METRO may mutually agree on a neutral party from an independent source to serve as an Arbitrator. In the event the Union and the ~~District~~ METRO fail to agree on the neutral party, they shall immediately thereafter jointly request the California State Conciliation Service to submit to them a list of seven (7) persons qualified and available to act as an Arbitrator. If the list is requested from the California State Conciliation Service, the Union and the ~~District~~ METRO, within five (5) days of receipt of the list, shall mutually agree upon the person on the list who shall be the Arbitrator. If one person is not mutually agreed upon, the parties shall, within five (5) additional days after the receipt of the list of names, alternately strike three (3) names from the list, with the last remaining name to be the person serving as Arbitrator. The party having first choice to strike a name from the list shall be determined by lot.

The Arbitrator is requested to expedite the decision. At the request of either party, Court Reporter shall be present at the hearing. Unless both parties agree, the costs shall be borne by the requesting party. Upon the agreement of the Union and the District, a transcript of the proceeding shall be made available to both parties and shall be included in the final hearing expenses.

- B. An expedited arbitration panel shall be established which shall apply to:
 1. Disciplinary suspensions of up to five (5) days
 2. Grievances and Claims having a total monetary value of less than \$2,000
 3. Any other dispute which the Union and the ~~District~~ METRO mutually agree to submit to this process.

Appeals to arbitration will be scheduled at a mutually agreeable time and place not exceeding sixty (60) calendar days from receipt of appeal.

Appointment to the expedited arbitration panel shall be by mutual agreement between the Union and the District. Three (3) arbitrators shall be chosen to serve overlapping terms. Nothing shall preclude the parties to this agreement from retaining the same arbitrator for successive terms.

11.2.17

Either party to this agreement may request submission of a dispute meeting the parameters above to the expedited arbitration panel, giving written notice of the matters to be arbitrated and stating the relief requested. The arbitrator shall be notified within ten (10) days with a request for a mutually agreeable date for the arbitration.

The controversy shall be heard by a single arbitrator selected, in rotation, from the three (3) person expedited arbitration panel. Should the arbitrator scheduled to hear the next matter be unavailable for a period of sixty (60) calendar days the following arbitrator in the rotation list shall be used.

All arbitrations shall be held at a mutually agreed upon location. Either party may request a court recording be made of the proceedings with the cost to be borne by the party making the request. Each party will have a maximum of two (2) hours to present its case; to cross-examine the other party's witnesses and for rebuttal. Written arguments shall not be filed. After the parties have presented the evidence and conducted cross-examination, each party will have an opportunity for oral argument before the Arbitrator for a period of not more than fifteen (15) minutes.

Following each case, the Arbitrator will meet with one representative of the Union and Management in closed session. The Arbitrator will mediate the discussion with the objective of achieving agreement between the parties. If the parties cannot agree within thirty (30) minutes, the Arbitrator will render the decision.

The Arbitrator shall announce the decision orally in the presence of both parties. The decision will be recorded but a formal written decision will not be required; any written decision will be brief.

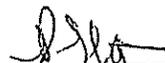
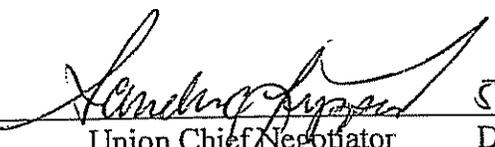
18.02 Appeal of the Arbitrator's Decision

- A. The Union or the ~~District~~ METRO may appeal the decision of the Arbitrator solely on the condition that the Union or the ~~District~~ METRO can substantiate that the ruling is inconsistent with applicable State or Federal Law or District rules and regulations in effect at the time of the occurrence on which the grievance or dispute is based. It is understood that, should there be a conflict between ~~District~~ METRO rules and regulations and any provision of this Agreement, only rules of this Agreement shall apply. It is further understood that the ~~District~~ METRO will not revise its rules and regulations without first offering to meet and confer on those revisions with the Union.
- B. The appeal shall be submitted to the Santa Cruz Metropolitan Transit District Board of Directors within fifteen (15) days from the date of ruling by the Arbitrator. A written decision of the appeal to the Board of Directors shall be prepared by the Board of Directors within five (5) days from the date of the appeal hearing and two (2) copies shall be mailed to the Union within five (5) days from the date of decision.

18.03 Time Periods

In computing the time limits as fixed in this Article, Saturdays, Sundays and ~~District~~ METRO holidays shall be excluded except where "calendar days" are specified. Any of the time periods within any of the steps required in this Article may be extended by mutual consent of the parties. The failure of either party to adhere to the time limitations set forth or to appear at the time of the hearing shall cause forfeiture of that party's case.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.

	5/31/06		5/31/06
METRO Chief Negotiator	Date	Union Chief Negotiator	Date

11.218

ARTICLE 25
EFFECTIVE DATE-DURATION-TERMINATION

25.01 Effective Date-Duration-Termination

A. Except as otherwise provided herein, this Agreement shall be made effective ~~July 9, 2004~~ July 1, 2006 and shall remain in full force and effect to and including June 30, ~~2006-2009~~ and shall continue in effect for additional periods of one (1) year thereafter, unless notice in writing of termination has been served by either party upon the other not later than ninety (90) calendar days prior to this expiration date or any subsequent yearly period. The duration of and termination date of this Agreement shall remain in full force and effect regardless of the Local Union's affiliation with, or disaffiliation from, any International Union.

B. Any requests to modify or change this Agreement or any portion thereof, shall be made in writing and shall be served on the other party not later than ninety (90) calendar days prior to June 30, ~~2007-2009~~, and in the event the Agreement is in effect after that date, by reason of the provisions of subsection (A) hereof, not later than ninety (90) calendar days prior to the expiration date of any subsequent yearly period.

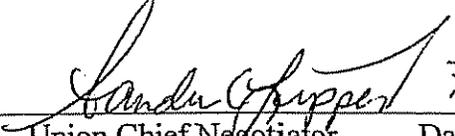
C. The District shall provide release time without loss of compensation from work time for up to three (3) employed Union Representatives to participate in collective bargaining pursuant to the modification or termination of this Agreement. Release time shall include one hour before the scheduled start time for those sessions scheduled less than a full day.

If any Union Representative is required by the schedule of full day bargaining sessions to meet with the District METRO on her regular day or days off, she shall be granted an alternate day(s) off.

When a Union Representative is released from work time with pay for time spent in bargaining, that time shall be counted as time worked for all provisions within the Labor Agreement.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.

 7/28/06
METRO Chief Negotiator Date

 7/28/06
Union Chief Negotiator Date

**ARTICLE 29
PASSENGER SERVICE ASSIGNMENTS**

29.01 Classification of Assignments

- A. Work shall be designated full-time regular assignments, extra board assignments, part-time assignments and special assignments.
- B. Work assignments will be classified as straight or split shifts. Regular assignments may not be split more than once.

29.02 Establishment of Passenger Service Work Assignments

- A. All passenger service work (including preparatory time, pull-in time, deadhead allowances and/or travel time in connection therewith) that can be combined to provide seven (7) or more hours of work within a spread of eleven (11) hours having a regularity of five (5) days in any given week shall be established as regular assignments. Full-time regular assignments will in no case exceed five (5) days per week. ~~The District~~ METRO will establish regular or part-time assignments composed of the off days of regular assignments.
- B. Not less than ~~twenty per cent (20%)~~ forty per cent (40%) of the total number of all full-time ~~operators~~ regular weekday assignments shall be straight assignments. On holidays the percentage of straight assignments shall be governed by the schedules operated. In establishing regular assignments, it will be the policy of ~~the District~~ METRO, through cooperation with the Union, to bring about the best working conditions consistently possible under service conditions.

29.03 Preparatory Time

- A. Each ~~Van Driver- Operator~~ will be allowed fifteen (15) minutes preparatory time for the purpose of getting equipment ready for pull out.
- B. An employee driving non-revenue equipment is excluded from this section unless the employee uses a vehicle which is to be put into line service when making her relief. In this event, the employee pulling the vehicle out will be paid preparatory time.

29.04 Beginning/Ending of Day

A day for an employee begins at the time that she is first required to report. It is understood that an employee will be scheduled ten (10) hours of release time from duty before commencing a new day.

29.05 Description of Work Assignments

Each regular work assignment will have a designated punch in point and time

29.06 Pay for Infraction of Rest Period

When the rest period between the time of terminating one day's work is less than ten (10) hours (unless resulting from voluntary change of runs or shifts or on a hold-down or from other employee requested shift changes), additional pay for each hour below ten (10) shall apply as follows:

1st hr. below 10: An additional one hour's pay at the employees base wage rate.

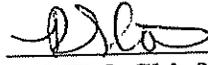
2nd hr. below 10: An additional one hour's pay for a total of two hours pay at the employees base wage rate.

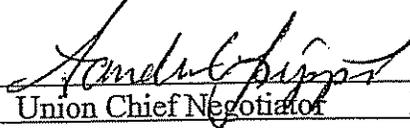
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29.07 Spread Time

Spread time is the total elapsed time from the initial scheduled report time to final scheduled sign-off time in any given workday. An extra one-half (1/2) times the base wage rate shall be paid as spread premium for all elapsed time in excess of ten (10) hours spread in all work assignments.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.

 7/27/06
METRO Chief Negotiator Date

 7/27/06
Union Chief Negotiator Date

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ARTICLE 30
CHOICE OF FULL-TIME WORK ASSIGNMENTS

30.01 Types of Assignments

Full time work assignments will consist of two types: Regular Assignments and Extra Board Assignments.

- A. An employee having an assignment which periodically does not operate will also bid the Extra Board for periods of non-operation and will bid by classification seniority for an order of report. The employee's days off will be those of her regular assignment.
- B. An Extra Board employee shall be guaranteed work as stated in Article 26. Selection of work for the Extra Board shall consist of choice of order of assignment, then two (2) consecutive days off. Selection of order of assignment and selection of days off are bid on at the same time but independent of each other. Order of assignment and selected days off remain the same until a work assignment becomes available or until slots are added to the Extra Board.

30.02 Bid Posting

When an assignment is becomes available, bidding will be on a classification seniority basis.

When a regular work assignment becomes available, the ~~District~~METRO will advise the Union that a regular work assignment will be available seven (7) calendar days prior to posting the assignment for bidding. It will be posted on Friday, no later than 2:00 P.M. The bid shall remain posted until 10:00 A.M. of the following Friday and the employee notified by 5 P.M. the following Monday. The assignment will begin the Monday after notification. In the event that no employee bids for the work assignment, Extra Board employees will perform the assignment and the assignment will be reposted under the guidelines listed above until the work assignment is bid for.

METRO shall provide Aa description of the regular work assignment, including sign-on and sign-off timethe DistrictMETRO and the Union recognize the benefits of consistently assigning the same van to the same assignment.

A list, showing all employees eligible to bid for the assignment(s), in order of classification seniority shall be posted. The ~~District~~METRO will notify each employee eligible to bid of the availability of the assignment. A master copy of those bidding on the available assignment shall be posted at Operations Base and verified by the Union representative at the end of the bid sign-up.

30.03 Bid Sign Up

Bid sign-ups for the purpose of the selection of assignments, days off and positions as Extra Board Employee shall be held three (3) times during the year. At each bid, an employee shall choose the type of work assignment for the duration of the forthcoming bid period on a classification seniority basis.

Assignments shall generally take effect as listed below:

1. Mid-August
2. Mid-January
3. Mid-June

30.03-04 Sign-Up Procedure

- A. A. The DistrictMETRO will post assignment(s) available for sign-up. The Union and the DistrictMETRO shall jointly conduct the sign-up. METRO will compensate one (1) Union Representative to conduct the bid sign-up, and for all time spent in conducting the sign-up. Each employee shall have ten (10) minutes to select a work assignment. An employee shall bid for Annual Leave in accordance with Article 13.

B. Bidding:

Bidding for assignments shall be as outlined in Article 30.02 and in Article 30.03. It shall be the responsibility of each employee interested in the available assignment to bid in person or submit a written proxy to the ParaCruz Manager or designee. An employee may also submit a proxy by

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telephone or radio. If the employee chooses to submit a proxy by telephone or radio the employee must not be in revenue service. In the event an employee fails to bid at her appointed time, she will be held-over to bid in order of classification seniority at the conclusion of her bidding day.

C. Eligibility to Bid:

To be eligible to bid if absent due to illness or injury the employee must have written documentation on file from a medical provider certifying fitness for duty within fifteen (15) calendar days after commencement of the assignment. Annual Leave signed on at least one (1) month in advance of the commencement of the bid and scheduled during the first thirty (30) calendar days of the assignment, shall be considered time worked for the purposes of this Section.

An employee who does not return to work within fifteen (15) days shall, upon return to work, be assigned to the Extra Board under the provisions of Article 31.05. It is the ~~District~~METRO's responsibility to give notice of the availability of a work assignment for bidding to an employee on leave at her most recent address in the files of the ~~District~~METRO. The ~~District~~METRO will give the Union written notification that the action has been taken. It shall be the responsibility of an employee on leave to inform the ~~District~~METRO and the Union in writing if the employee chooses to bid for the available assignment. An employee on leave failing to provide written notification to the ~~District~~METRO and the Union shall be ineligible to bid. An employee on leave who is ineligible to bid for available work assignment(s) shall be allowed to exercise classification seniority on the Extra Board when returning to work, under the provisions of Article 31.05.

The provisions of this section apply solely to qualifications to bid on work assignments and holiday assignments, and shall in no way prohibit an employee from bidding for Annual Leave in accordance with the provisions of Article 13.

D. Retention of Work Assignment:

An ~~Operator~~-employee unavailable to work their assignment for any reason shall retain their right to return to that assignment for a period not to exceed 90 days. An ~~Operator~~-employee returning to work after an absence greater than 90 days shall displace onto the Extra Board in accordance with their classification seniority and be eligible to bid on any available work assignment(s).

E. Holiday Sign up:

The holiday sign-up shall be for holidays occurring within the next ~~six months~~bid cycle. An employee who chooses or is required to work on the holiday shall work their regular assignment if in operation. If their regular assignment is not in operation, they shall be paid in accordance with Article 12.02. The ~~District~~METRO will post a separate sign up list for each holiday. Employees willing to work signing on that list shall be scheduled to replace employees who have requested to have the holiday off.

A waiting list for time off on holidays will be established. If an employee elects to take a holiday off and the calendar is full for that day, she may choose to enter her name on the waiting list.

The ~~District~~METRO may only change the order of report of an employee to prevent a violation of the required ten (10) hour rest period under the provisions of Article 31.04C(1).

F. Bid Results:

Bid results and seniority lists used for bidding shall be posted where they shall be visible to all employees and kept up to date.

G. Allowance for Rest Time:

An employee not rested to take over her new assignment on the day it is effective will be allowed to pick up her assignment after the required eight (8) hour rest period. She shall be guaranteed the full earnings of the assignment as stated in Article 26.

H. Work Review:

The ParaCruz Manager or designee and two (2) representatives designated by the Union shall meet at least once every ~~six months~~bid cycle in order to discuss work assignments, contract compliance and for the Union to suggest day off distributions for regular and Extra Board assignments.

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Use language as specified in current contract

30.04-05 Change in Employee's Work Assignment

If it becomes necessary for the District METRO to change an employee's regular assignment the District METRO must notify the Union and the employee in writing.

30.05-06 Trading Assignments

A. An employee may trade her entire weekly work assignment or any part thereof. The employee will furnish the ParaCruz Manager or designee with a written request to trade her work assignment. The ParaCruz Manager or designee will post the request for trade. Only a working employee with seniority within that classification may sign on the list for trade of assignment. At the conclusion of the posting period, the employee trading her work assignment will then choose from the list of work assignments offered for trade. In the event that the employee chooses to trade her assignment with an Extra Board employee, she shall assume the position and days off of the Extra Board employee and retain all rights of the position.

In the event that the employee requesting to trade her work assignment does not select a choice from the list, she may elect to keep her assignment, or displace onto the Extra Board in accordance with their seniority maintaining her days off.

B. An employee may trade her daily scheduled assignment or days off with another employee by written request. The request must be submitted to the ParaCruz Manager or designee by 10:00 A.M. of the day prior to the requested day. It is further agreed that no trades will be permitted which would result in a violation of the employee's eight (8) hour rest period for the following day and that the premium shall not be paid to an employee as a result of a trade.

C. An employee may request shift changes by the ParaCruz manager or designee. An employee shall be allowed no more than six (6) shift changes per six-month period, including the daily shift changes outlined in Section B above. Shift changes must be requested by 10:00 A.M. the day prior the requested day.

30.06-07 Hardship Cases

If a medically restricted employee is working a limited duty position with an established pay scale which is less than the employee's base wage rate, the District METRO shall supplement either California State Disability Insurance or Workers Compensation payments so that the employee shall receive no less than eight hours pay per day, forty hours pay per week at her base wage rate.

A. In order to qualify for a limited duty position, an employee must be able to return to unrestricted status within a period of sixty (60) calendar days. In special circumstances, the District METRO Paracruz-Administrator or designee may waive this time limitation.

B. A permanently restricted employee shall be considered for vacant positions for which she is qualified before someone outside the District METRO is employed. An employee interested in vacant positions should contact the Human Resource Manager in order to be considered for the positions. Qualifications for the positions will be determined by the District METRO. An employee selected for the work shall be paid at the salary level of the position that she is filling.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.

[Signature] 6/28/06
METRO Chief Negotiator Date

[Signature] 6/28/06
Union Chief Negotiator Date

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ARTICLE 31
METHOD OF HANDLING DRIVERS EXTRA BOARD EMPLOYEES

31.01 Definition of Extra Board

An Extra Board is a list of available drivers ~~Employees~~ not having regular weekly assignments and available work, posted on a daily basis.

An Extra Board will be established. An employee choosing an Extra Board Assignment will work temporary vacancies in regular work assignments, special assignments and point. ~~The District~~ **METRO** shall determine the number of regular shifts to be worked. After accounting for regular work assignments, ~~the District~~ **METRO** shall establish an Extra Board the size of which is appropriate to the work to be performed, dependent on the needs of the service.

31.02 Posting Assignments

Extra Board Assignments will be assigned to an Extra Board employee on a daily basis. Consistent with the requirements of service, and to the extent practicable, ~~the District~~ **METRO** will post next day assignments by ~~6:00 P.M~~ **6:30 p.m.** Employees may call Dispatch for their assignment at any time after the posting of the detail sheet.

31.03 Filling Vacancies

When filling regular assignments with an Extra Board employee, the extra employee may be given the entire assignment, provided that no violation in driving time and/or required rest would occur. In the event that a violation of driving time or required rest will occur, only that portion that may be worked within the provisions of these regulations shall be assigned. In the application of this Section, it is understood that the employee shall be relieved before the violation would occur.

If an employee on point is required to work an entire assignment or run that begins prior to her scheduled report time, she shall be paid from the appropriate scheduled sign-on time of that assignment. In any event, she shall not be required to begin the assignment before her originally scheduled sign-on time.

31.04 Determining Assignments

A. Work assignments for an Extra Board employee shall be assigned as follows: An Extra Board employee shall bid one slot on the Extra Board posting board by order of seniority. The number of slots shall be equal to the number of Extra Board employees at the time of the bid. **All assignments will have a designated sign-on point.** Work shall be assigned in order of ~~sign-off~~ **on-time**, beginning at the ~~last-first~~ slot and working toward the ~~first last~~ slot, with the shift with the latest ~~sign-off~~ **on** time going to the last available employee with the highest number and the shift with the earliest ~~sign-off~~ **on** time going to the first available employee with the lowest number.

If two or more pieces of work ~~sign-off~~ **on** at the same time, the assignment order shall be determined so that the employee with the lowest numbered position (earliest) gets the earliest ~~report~~ **estimated scheduled sign-off time** and the employee with the highest numbered position (latest) gets the latest ~~report~~ **estimated scheduled sign-off time**. There shall be no guarantee of sign-off time. There shall be no guarantee of work assignments being in any general time period. The only guarantee shall be the sequence of work assignments sign-on time with the following exceptions.

B. An exception to the order of **estimated scheduled** sign-off rule will be for point, which will be assigned in order of actual sign-on time in relation to the actual sign-on times of shifts. In the event that a point shift and another extra-board shift punch in at the same time, the point shift will be assigned to the lowest numbered position (earliest).

C. ~~The District~~ **METRO** reserves the right to move an employee from the regular order of work assignments for the following reasons:

1. To prevent a contractual violation in the area of required ten (10) hour rest period.

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2. By written request, in advance, from an extraboard Operator for a specific date and time period. The ParaCruz Manager or designee shall allow one (1) request per day per four (4) extraboard operators. Requests shall be honored by earliest time-stamp. An employee is limited to ~~twelve (12)~~ **five (5) written requests** per calendar-year bid and these requests will only be counted if the employee is released by the time requested. Exceptions to this limit on requests are: medical appointments for open workers' compensation claims, hold-downs, and Union business.
3. For any other reason deemed necessary by ~~the District~~ **METRO** to meet contractual obligations or for the continued service to the public.

In all above cases, ~~the District~~ **METRO** shall notify the Union on a form called 'Notice of Change of Extra Board Assignments', as agreed by the Union and ~~the District~~.

31.05 Displacement

Displacement is the exercise of an employee's classification seniority in displacing a junior employee whenever applicable.

- A. An employee returning from a leave of absence, injury, or commencing work on the Extra Board may assume a slot on the Extra Board by displacement. Displacement shall be for order of assignment and choice of consecutive days off.
- B. In the event that all Extra Board slots are filled and remaining employees elect to join the Extra Board, or in the event a new employee enters service, or in the event of an employee vacating her assignment after choosing not to trade her assignments in accordance with Article 30.05, the affected employee shall be assigned to the A.M./P.M. breakpoint of the Extra Board. The A.M./P.M. breakpoint will be determined by the Union. This information will be forwarded by the Union to the ParaCruz Manager or designee.

31.06 Run Around

An Extra Board Employee who is given a definite assignment on the Extra Board out of the correct order of assignment as defined in Articles 31.03, and 31.04, or who has her assignment changed after the Extra Board posted shall be paid a run around allowance of two (2) hours at her base wage rate. A definite assignment on the Extra Board includes line of the work or run involved as well as the report and sign-off on times.

31.07 Double Scheduling

When two (2) employees are scheduled for the same assignment, the regular employee, if any, will work the assignment. The second employee, assigned the work on the Extra Board or according to the provisions of Article 27, may be assigned point for eight (8) hours or may be assigned another work assignment, but in any event shall be guaranteed what she would have been paid for that assignment, as well as a run around premium. ~~If the second employee is required to work beyond her originally scheduled final sign-off time, she shall be paid an additional premium of two (2) hours.~~

31.08 Point

- A. Definition: Point is defined as a daily assignment on the Extra Board consisting of a guaranteed sign-on time without specifically predetermined duties. Point sign-off times may be included in the Extra Board work assignment to fill out an employee's eight (8) hour day in accordance with Article 31.08B, or to comply with a special request in accordance with Article 31.04. An employee on point shall be available at her designated sign-on time for immediate assignment, in accordance with Article 26.03B and Article 31.08B, to work not posted on the previous day's Extra Board or for work which becomes available because of the absence of its assigned employee. An Extra Board employee assigned point shall be available for necessary inspection of vehicles, movement of vehicles required for the maintenance of schedule in cases of mechanical

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breakdown, and operation of vehicles in revenue service to aid in maintenance of schedule, as may be required during the course of her day.

B. Minimum Report Pay:

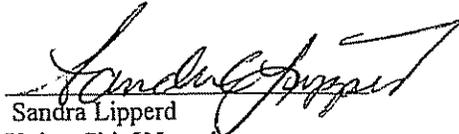
An Extra Board employee, having punched in on a point assignment, may not be removed from pay status until four (4) hours have elapsed from sign-on time, except at the end of a day to make up the eight (8) hour guarantee. The four (4) hour minimum shall not apply if the employee voluntarily elects to waive it.

No Extra Board employee shall be required to perform work not specifically covered under the provisions of this Agreement. However, when an essential function of the District METRO is not being performed by District METRO employees normally assigned to the work, because of circumstances beyond the control of the District METRO, an available employee, with her consent, may be used to perform the work.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this Article. Each side understands that any changes or modifications must be approved by both sides in writing.



Robyn D. Slater
METRO Chief Negotiator



Sandra Lipperd
Union Chief Negotiator

7/11/06

Date

7/11/06

Date

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**ARTICLE 35
OPERATING POLICY**

35.01 Rest Periods

The District shall schedule one ten (10) minute rest period at the nearest point of accommodation for every four (4) hours or major part thereof on all work assignments to be taken as close to the midpoint of said time period as practical.

35.02 Meal Breaks

METRO shall schedule one thirty (30) minute unpaid meal period at the nearest point of accommodation for all work assignments greater than five hours, to be taken as close to the midpoint of the assignment as practical. Notwithstanding any other Article, unpaid meal periods may be scheduled in the field at the discretion of METRO.

35.03 Schedule Adjustments

The District will use available vehicles and point employees to make necessary adjustments to alleviate schedule adherence problems.

35.04 Maintenance of On-Time Performance

The District and the Union recognize that efficient route planning and reasonable working conditions require the provision of adequate running time and recovery periods for the purpose of maintaining a high level of on-time performance.

35.05 Route Review

If there are recurring instances of inability to maintain on-time performance, not caused by temporary road construction, traffic delays due to vehicular collision or other like causes, the Union may invoke a corrective action as follows: an employee or the Union will provide a written account of the specific problems to the ParaCruz Manager or designee. The ParaCruz Manager or designee will verify the account with independent time checks and recommend corrective action, if warranted. Corrective action is warranted if the findings corroborate the employee's time study. Corrective action may include but not be limited to route redesign, schedule adjustments or adjustment of expected run times. These corrective actions may be taken individually or in combination as required.

35.06 Equipment Safety

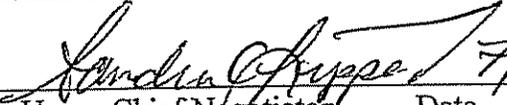
- A. No employee shall be required to operate an District vehicle which does not have brakes, horn, steering, safety equipment, defroster, driver's seat, heater, windshield washer and wiper, sun visor, mirrors, head lamps, brake and tail lights each in correct adjustment and proper working order. ~~The District~~ METRO agrees that all equipment in service should be equipped with an operable radio. No vehicle will be used in service without a working radio. ~~Supervisor on duty~~
- B. In order to ensure that health or safety hazards are dealt with on a timely basis, the following procedure shall be used to deal with potential hazards:
 1. An employee shall report health or safety hazards to the Supervisor on duty and the Union upon discovery.
 2. If the Supervisor on duty is unable to abate the hazard, she shall refer the matter to the Division Director. An employee may refer a safety hazard directly to the Division Director or District Administrator if the Supervisor on duty is unavailable or unable to abate the safety hazard.
 3. ~~If the District~~ METRO is unable to abate a safety hazard, and an employee has been assigned a task which could expose them to illness or injury or in the employee's good faith belief puts the employee or another person in danger of serious physical injury, the employee may refuse to perform the task. An employee's refusal in good faith to perform the task shall not be just cause for discipline provided that the employee's good faith belief is based on ascertainable,

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objective evidence supporting the employee's conclusions. No employee shall be discriminated against as a result of reporting any conditions believed to be a violation of health, safety or sanitation laws or regulations

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.

 7/27/06
METRO Chief Negotiator Date

 7/27/06
Union Chief Negotiator Date

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**ARTICLE 36
LABOR / MANAGEMENT**

The ~~District~~ METRO agrees to allow Union representatives to schedule meeting to discuss specific issues related to paratransit operations with the ~~ParaCruz Manager~~, on an as needed basis. ^(R) ~~ParaCruz Manager~~ ^(A) Paratransit Administrator 7/11/06

Paratransit Union Representatives will be provided the opportunity to participate in various METRO-wide meetings (such as the Health and Safety Committee, and the Accident Review Committee) at the discretion of the Paratransit Administrator.

It is the intent of this Article to encourage both parties to work cooperatively together to problem solve in a timely manner.

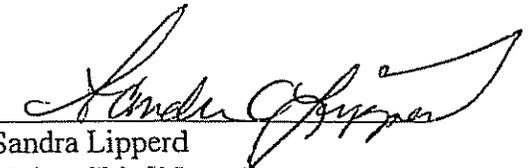
We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this Article. Each side understands that any changes or modifications must be approved by both sides in writing.



Robyn D. Slater
METRO Chief Negotiator

7/11/06

Date



Sandra Lipperd
Union Chief Negotiator

7/11/06

Date

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ARTICLE 37
SPECIAL PAY PROVISIONS

37.01 Making of Reports

An employee shall be paid up to sixty (60) minutes, or longer if authorized for making out collision/ occurrence reports or other paperwork as required by a supervisor. An employee shall be allowed time to confer with a Union representative before filling out a collision report. In the case of an employee who gets off work after her Union ~~representative is~~ unavailable, she shall be allowed to turn her report in by 4:00 P.M. the following day.

37.02 Bilingual Pay

The Union and ~~the District~~ METRO recognize the need for employees bilingual in Spanish and English, or other language designated by ~~the District~~ METRO, which enhances their value to ~~the District~~ METRO. ~~The District~~ METRO shall pay a premium consistent with District policy at the time this Agreement takes effect.

37.03 Line Instructor Pay

An ~~employee-operator~~ designated by ~~the District~~ METRO as a qualified Line Instructor shall receive a premium of twenty dollars (\$20.00) for each shift worked as a Line Instructor. Only ~~employees operators~~ so designated will function as a Line Instructor.

37.04 Transfer and Qualification Period

~~Personnel-Employees~~ who transfer from one type of work or line to another on their own volition will be required to qualify themselves for that type of work on their own time. When the transfer is made as a result of change in operation and/or at the request of ~~the District~~ METRO, the employee will be compensated at her base wage rate for all time spent in qualifying for transfer.

37.05 Training and Personnel Meetings

~~The District~~ METRO shall compensate an employee at the regular wage rate for all training, retraining, counseling and personnel hearings. ~~The District~~ METRO shall not require any employee to attend training, retraining, counseling or personnel hearings on her scheduled day off.

37.06 Driver's License, Endorsements and Other Certifications

~~Any employee who operates District METRO vehicles must provide proof that she has the type of license required in order to operate the District's equipment. Any employee required as part of her job to operate Paracruz commercial vehicles shall be properly licensed, endorsed, and certified to operate such vehicles in the Paracruz Service. Employees required to maintain a license, endorsement or other certification as a condition of their employment shall be reimbursed for the renewal of State licenses and any other licenses, endorsements or certification required. To receive reimbursement, the employee must present a receipt denoting payment of fee and must show the appropriate District official her license, endorsement or certificate when received. If an operator is not properly licensed, endorsed and certified she shall be suspended immediately without pay. She shall have 30 days to obtain the proper license, endorsements and /or certificates necessary to operate all required METRO Paracruz vehicles or her employment is automatically terminated without right of appeal.~~

37.07 Use of Private Automobile

- A. If an employee within the representation unit is requested and agrees to use her private insured automobile to conduct ~~District~~ business, the employee shall be reimbursed at the IRS reimbursable rate. *metro ff*
- B. ~~The District~~ METRO shall provide transportation to transport an employee in a safe fashion from Base to her assignments and from her assignments back to Base.
- C. ~~The District~~ METRO shall at no time allow any District vehicle to carry more passengers than the vehicle seating capacity was designed for.

11.931

37.08 Union Orientation

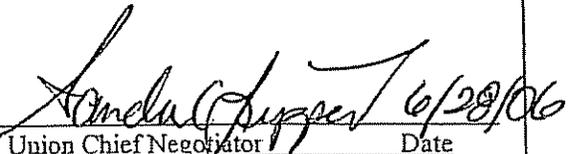
New trainees shall be paid two (2) hours during their regular training day, within two (2) weeks of hire by the District METRO, for orientation by Union representatives.

37.9 Uniform Allowance

A. Each Operator shall wear a uniform as specified in the Operator's Handbook. All other employees shall wear a uniform as specified in writing by METRO.

B. An employee's base pay rate is increased by fifteen cents per hour for the purchase and maintenance of the required METRO uniform.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.

	6/28/06		6/28/06
METRO Chief Negotiator	Date	Union Chief Negotiator	Date

11.A32

METRO COUNTER 1 6/20/06
ARTICLE 38
MISCELLANEOUS PROVISIONS

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38.01 Transportation Privileges

Upon request, each employee and her eligible dependents shall be provided with one Santa Cruz Metropolitan Transit District regular monthly bus pass while employed by METRO

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38.02 Union and Employee's Mail

The Union shall send confidential mail to its members to their residence addresses. However if mail is received at any District office or facility which is clearly addressed to the Union or to an employee from the Union, METRO will make a good faith attempt to assure that mail shall not be opened or in any way tampered with by District employees or their representatives. METRO does not assume any responsibility to such mail that is inadvertently opened by employees. Mail addresses to the Union or an employee from the Union received in any District office or facility shall be sent to the employee's Base and promptly delivered to the addressee's box.

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It is affirmed that no employee has the right to the expectation of privacy in the personal use of District mail systems, telephone, computer usage and electronic mail or messaging. However, all parties are expected to honor the privacy and confidentiality of communications which are clearly held out to be private and confidential.

38.03 Equipment on Revenue Vehicles

METRO shall equip every vehicle in service with all necessary equipment and shall maintain all this equipment in good working order. METRO will ensure that all heaters, defrosters, Operator's seats, lifts, tie-downs and other required equipment shall be maintained in efficient condition, windshield and employee viewing windows sufficiently clean at pull-out so that the employee has a clear and unobstructed view, and all new vehicles received shall be so equipped and maintained. All windshield washers and wipers on District vehicles shall be maintained

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38.04 Checking Earnings

METRO shall permit authorized Union representatives to check time records and earnings of an employee covered by this Agreement, during regular business hours.

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Deleted: METRO shall provide a printout to any employee of their electronic time card record for a specific pay period only upon written request from that employee.

38.05 Personnel Files

- A. Personnel files shall be maintained by METRO Human Resources Manager. Every personnel file be kept in a locked cabinet and will contain: all employment applications, all performance evaluations, all disciplinary actions not reversed on appeal, commendations, personal information, status change forms and other official records including, but not limited to, results of all personnel hearings, counseling sessions and training record
- B. No adverse written materials shall be placed in an employee's files without prior notice and a copy given to the employee and the Union.
- C. The employee shall have the right to review any material contained in her personnel files or material pertaining to her in any file in the District.
- D. Telephone complaints may not be entered into an employee's personnel file unless the passenger complaint procedures of Article 16 06G are followed

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38.06 Printing of Agreement

The Union agrees to provide for the layout and printing of pocket-sized copies of this Agreement subject to approval by the District. METRO and the Union shall equally share the printing and layout expenses. Printing services shall be provided by a Union shop.

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38.07 Incoming Calls

Incoming calls from an employee may be recorded solely for the purpose of verifying schedules and call-in times.

11.033

38.08 Time cards

An employee shall be responsible for completing all required paperwork including time cards, and turning in the paperwork. METRO shall provide an electronic timecard printout to each employee for each pay period which shall be distributed with her paycheck.

38.09 Sanitary Facilities

Suitable sanitary facilities shall be provided by METRO and each employee will be afforded an opportunity to use the facilities. District-operated facilities shall be kept in a clean and sanitary condition by the District. No employee shall be disciplined for a delay of schedule, if the delay results directly from the employee's use of sanitary facilities and the location of the facilities precludes her utilization without a delay of schedule.

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38.10 Records Provided

- A. METRO shall furnish Vehicle Defect sheets to the Union upon request.
- B. METRO shall provide to the Union a record of all employees working on their days off for each payroll period.
- C. Employee Industrial Injury reports will be given to the Union, monthly.
- D. Pay claims (both approved and denied) shall be given to the Union as received.
- E. Employee comment forms on unsafe conditions, scheduling or routing shall be given to the Union as received.
- F. METRO shall provide the Union with notice and minutes of all joint Union-Management committees.

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38.11 Cleanup

An employee within the representation unit shall not be paid time for cleanup, but a location and facility shall be provided in for cleanup after a duty shift. The cleanup facilities shall include a clean and sanitary rest room.

38.12 Employee Ready Room

- A. METRO shall provide and maintain clean and sanitary quarters where an employee is required to punch in and punch out. These quarters will contain sufficient chairs, tables so that employees will be comfortable. METRO recognizes the benefits of providing employees with lockers, chairs, tables and couches for their comfort and will provide them if that space becomes available in the future.
- B. The Ready Room shall be provided with sufficient amount of lockable storage suitable for storing outer garments.

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38.13 Bulletin Boards

The Union shall have access to two 3' x 5' bulletin boards , for purposes of posting pamphlets, handbills and other literature.

All notices posted on the Union bulletin board shall be signed by a Union officer or authorized representative of the Union. The Union shall be responsible for all Union material posted.

All costs for preparing and posting Union notices will be borne by the Union. The Union is responsible for maintaining the Union bulletin board in an orderly manner.

38.14 Access to Rules

11.a.34

Each employee shall be provided a copy of the District's personnel policies and the Van Driver's Handbook as well as any other rules, regulations, policies or procedures that may be used as a basis for discipline, counseling, or adverse entry in an employees records.

38.15 Physical Examinations

An employee's license renewal physical will be performed by a physician of the Employee's choice at the District's expense, not to exceed an amount equal to the amount METRO would have recognized had the physical been conducted by a physician selected by the District. In the event the Employee elects to use private insurance, or an District sponsored health plan, METRO shall reimburse the Employee expenses associated with use of insurance or health plan up to an amount equal to the amount METRO would have recognized by an District appointed physician. METRO shall notify each employee two (2) weeks prior to expiration of medical certification. A physical will be scheduled on the employee's own time. An employee who is not notified of expiration shall continue on pay status for up to one week after the license has expired but shall not be allowed to drive District vehicles until she provides proof that her medical certificate is renewed.

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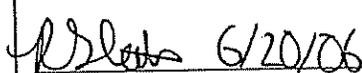
38.16 Service Letter

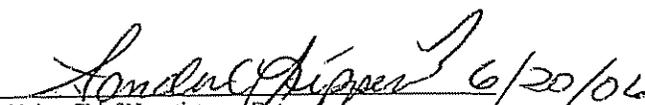
When an employee covered by this Agreement leaves the service of the District, she will be given a service letter, if she so requests, within five (5) days of the date of the request, stating her term of service and capacity in which employed

38.17 Evaluations

An employee shall be evaluated by the ParaCruz Manager or designee at the end of the probationary period and on her anniversary date thereafter. Evaluations shall be based on written criteria, consistently applied to each evaluated employee. No adverse entry shall be entered on an evaluation delayed more than thirty days past the anniversary date of completion of probation or the classification seniority date, and any evaluation delayed more than 30 days past the date of completion of probation or the classification anniversary date shall be regarded as satisfactory. No evaluation shall be placed in an employee's personnel file without an opportunity for discussion between the employee and the ParaCruz Manager or designee. A passenger complaint will not be referenced in the employee's evaluation unless it is valid and verified. An employee may respond in writing to any issue raised in the written evaluation within five (5) days of receipt of the employee's copy which will then become an attachment to the evaluation.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.


METRO Chief Negotiator Date


Union Chief Negotiator Date

11.935

**ARTICLE 1 – TENTATIVE AGREEMENT
RECOGNITION OF BARGAINING UNIT**

1.01 Recognition of Bargaining Unit

This Agreement is entered into by the employee organization of the bargaining unit, affiliated as Local 23 of United Transportation Union, hereinafter referred to as "the Union", and District the Santa Cruz Metropolitan Transit District hereinafter referred to as "the District".

The District has certified the Union as the exclusive recognized employee organization of the bargaining unit, consisting of all employees of the transportation division as identified in Article 9.03. The District recognizes the Union as the exclusive representative for the purpose of bargaining collectively with respect to wages, hours, working conditions and other conditions of employment for all employees of the District within the bargaining unit defined in this Agreement.

The employee organization is affiliated as Local 23 of the United Transportation Union. If the recognized employee organization elects at any time during the life of this Agreement to change its affiliation, the organization may exercise that option in accordance with applicable laws and District rules, regulations, ordinances and resolutions. Upon receipt of certified affiliation election results, the Board of Directors will meet and shall grant, within thirty days, recognition to the new employee organization.

1.02 Employee Defined

- A. The term "employee" wherever used herein, whether singular or plural, means and applies only to those employees of the District included within this bargaining unit as identified in Article 9.03, and that this Agreement covers only these employees.
- B. The term "Employee", wherever used herein in reference to employees covered by this Agreement, shall mean "employee" as defined in 1.02A above.
- C. Words appearing in the female gender include the male gender and words appearing in the male gender shall include the female gender.

1.03 Non-Discrimination

The District and the Union agree that no employee shall be discriminated against on account of Union membership, non-membership, race, ancestry, religion, national origin, age, sex, sexual orientation, color, marital status, medical condition, or disability, or for any other unlawful reason, except where physical capability is a bona fide occupational qualification and reasonable accommodation as required by State and Federal Law cannot be made. The Union agrees to work with District Management to provide reasonable accommodation to an employee as may be required under the Americans with Disabilities Act. Seniority rules will continue to apply in any and all circumstances. This section of the Agreement shall not be construed to conflict with the employee qualification provisions appearing elsewhere in this Agreement.

1.04 Non-Discrimination in Promotion

No employee shall be discriminated against for promotional purposes on account of Union membership, non-membership, race, ancestry, religion, national origin, age, sex, sexual orientation, color, marital status, medical condition, or disability, or for any other unlawful reason, except where physical capability is a bona fide occupational qualification and reasonable accommodation as required by State and Federal Law cannot be made.

1.05 Union Membership

The Union recognizes that no employee is required to join the Union, but that every employee in a UTU represented position has the right to choose of her own free will whether or not she will or will not join the Union.

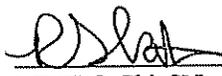
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1.06 New Employees

It is expressly agreed that in the event that the District shall engage exclusively or jointly in the providing of other types of transportation service in addition to those being provided, the District shall recognize the Union as the bargaining agent for those classifications of District employees whose functions or duties are similar to those of any position represented under this Agreement.

Employees covered by this Agreement shall have the right of first refusal for work that is determined to be similar to the duties and functions presently being performed by Van Drivers or other represented positions, provided that the employees meet the qualifications for those positions. In the event that there is a dispute as to whether the duties being performed by these employees are or will be similar to the functions or duties presently being performed by Van Drivers or other represented positions, that dispute shall be resolved in accordance with District rules, ordinances and applicable State laws and regulations and these District rules and ordinances which shall remain unchanged while the dispute remains unresolved.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.

 5/18/06
METRO Chief Negotiator Date

 5/18/06
Union Chief Negotiator Date

11a.37

ARTICLE 2 - TENTATIVE AGREEMENT

PURPOSE OF AGREEMENT

2.01 Purpose of Agreement

The obligation that rests with the District to provide, and upon the employees of the District to render, honest and efficient service, is recognized. A spirit of cooperation between the employees, the Union, and the District is essential to efficient operation, and all parties should so conduct themselves as to promote this spirit. The responsibility for success rests equally with the District, the Union, and the employees. In this spirit, the District and the Union are entering into an Agreement which will:

- A. Provide for rules, wages, hours, working and other conditions of employment of employees represented by the Union.
- B. Provide for fair treatment of employees.
- C. Provide for the amicable adjustment of disputes which may arise out of the application or interpretation of this Agreement.
- D. Provide for other arrangements as may be deemed advisable by the parties to this Agreement, in order to safeguard their respective interests and establish and maintain harmonious relationships.
- E. The parties agree that this Agreement supersedes any past practices covered by this Agreement.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.

RSIA 5/18/06
METRO Chief Negotiator
Date

Date Amelia G. Lippert 5/18/06
Union Chief Negotiator

11a.38

**ARTICLE 3 - TENTATIVE AGREEMENT
UNION SECURITY/DEDUCTIONS**

3.01 Agency Shop

- A. Each employee employed by the District in the bargaining unit covered by this Agreement on the date of ratification of this Agreement (if she has been so employed for thirty (30) days) shall be or become a member of the Union and shall remain a member in good standing unless the employee pays to the Union, in full, the initial Organizational Service Fee and continues making payments of the service fee to the Union at the time and in the manner hereinafter prescribed. Each new employee hired on or after the date of ratification of this Agreement (or who is hired before the date of ratification but had less than thirty (30) days with the District on the date of ratification) shall within thirty-one (31) days after employment be or become a member of the Union and shall remain a member in good standing unless on or prior to the date the employee pays to the Union, in full, the initial Organizational Service Fee thereafter due at the times and in the manner hereinafter described. The initial Organizational Service Fee shall be an amount equal to the Union's standard initiation fee plus one month's dues and any general assessments payable at the time the initial service fee is due. Thereafter the service fee shall be in an amount equal to the regular monthly dues and general assessments of members of the Union in good standing.
- B. Membership in the Union, or timely payment of the initial Organizational Service Fee and subsequent service fees due, shall be a condition precedent to continued employment with the District in any position covered by this Agreement. The employee who is obligated to pay the Organizational Service Fee shall do so in the following manner: The employee's payment is by payroll deduction authorization, the Organizational Service Fee payment shall be deducted by the District and paid to the Union in the same manner and time as the payments are deducted and paid by the District to the Union in the case of persons becoming and remaining Union members.
- C. Notwithstanding paragraphs A and B, any employee who demonstrates in a manner satisfactory to the Union that she is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting public employee organizations shall be excused from joining the Union or paying the Organizational Service Fee to the Union. Any dispute between the Union and an employee on the interpretation of this section, including whether an employee meets the eligibility requirements for the Religious Exemption from paying dues or service fees, shall at the request of the Union or the affected employee, be decided by the final and binding arbitration under the rules of the American Arbitration Association. The employee and the Union shall each bear one half of the cost of the arbitration, including the fee of the American Arbitration Association and the arbitrator. The cost of a certified transcript of the proceedings shall be paid by the party requesting the transcription service. The District will not protest or interfere with any final and binding decision under this section.
- D. In the event an employee fails to make payments as required in this Article, the Union may give written notice of the failure to pay to the District and to the affected employee setting forth the dates and amounts due the Union, any amounts paid by the employee, and enclosing a copy of this Article. In the event the notice is given, the District shall provide the employee and the Union with a Notice of Intent to Discharge. After the response deadline set in the Notice of Intent to Discharge, the Union may request in writing that the employee's employment be terminated. Upon receipt of the request, the District shall discharge the affected employee within five (5) working days of receipt of the request.
- E. Employees designated by the District as management shall be excluded from the provisions of this Section.
- F. The Union shall charge a service fee equivalent to Union dues applicable to the classification covered.
- G. It is the intent of the parties that the Organizational Service Fee may be applied to all expenditures in furtherance of activities which relate to the Union's representational duties and obligations toward employees represented by the Union.

11. a. 39

3.02 Notification of Entering and Leaving

The District shall forward to the Union within five (5) working days of the occurrence, the names of each person covered by this Agreement entering or leaving its employ and shall designate after each name the date employed or the date the employee left the service.

3.03 Entering or Leaving Military Service

The District shall also provide the Union within five (5) working days of the occurrence, the name of each employee covered by this Agreement who is leaving or reentering the service of the District from military service and shall provide the dates thereof.

3.04 District to Inform and Refer Employees

The District shall inform each new employee of the existence of this Agreement. The District shall furnish each new employee with the name and address of the Union and refer her to the Union where a copy of this Agreement may be obtained within five working days.

3.05 Payroll Deduction of Dues and Service Fees

- A. The District will, each month, deduct from wages due all sums for periodic Union dues and/or service fees, initiation fees and assessments (not including fines and penalties) payable to the Union by employees of the District performing service within the scope of this Agreement. The monies shall be remitted to the Union.
- B. The designated officers or representatives of the Union shall submit to the District at least ten (10) days before the end of the payroll period, designated by the District as the period in which deductions will be made, a deduction list showing necessary detail and on a form as approved by the District.
- C. No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period, after all other required deductions, are less than the amount of dues to be deducted.
- D. Errors in the deduction list shall be corrected by the Union by adjustment included in the subsequent deduction list furnished by the Union to the District. All questions regarding the deduction list will be handled directly with the Union by the employees. The Union's treasurer shall be authorized, after having submitted the original payroll deduction authorization, to modify deductions for changes including but not limited to dues, assessments, insurance, and the Transportation Political Education League.

3.06 Authorization for Deductions

- A. For each employee from whom deductions referred to in Section 3.05 above are to be made, the Union will furnish to the District the employee's authorization to make the deductions, the authorization being directed to the District. The authorization shall be furnished to the District prior to the time the affected employee's name first appears on the deduction list referred to in Section 3.05B of this Article.
- B. In order to be effective for a particular month, an individual deduction authorization, or revocation thereof, must be in the actual possession of the District not later than the date established for the receipt of the regular monthly deduction list for that particular month. The District shall have the right to refuse to accept or act upon any authorization or revocation which is illegible or which is not fully or properly executed, or which fails to adequately identify the employee involved. The District shall not be responsible for failure to terminate a deduction for which it does not receive a revocation of deduction authorization on or prior to the tenth day after ratification of this Agreement.

11.240

3.07 Hold Harmless

The Union agrees that it will indemnify, defend, and save harmless the District from any and all liability arising from entering into or complying with the terms of this Article.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.

RSR 5/18/06
METRO Chief Negotiator Date

London G. Harper 5/18/06
Union Chief Negotiator Date

11.241

**ARTICLE 6 - TENTATIVE AGREEMENT
PROBATION**

6.01 Length of Probation

The probationary period shall be a trial period during which the District is to evaluate the ability, competency, fitness, and other qualifications of an employee to do the work for which she is employed.

A new employee shall be on probation immediately upon date of employment and continuing for one hundred eighty (180) calendar days. A new employee will be considered to have completed training and advance to the next pay step when she is in service without the direct supervision of a Trainer or Line Instructor.

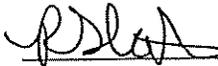
6.02 Probationary Employees on Leave

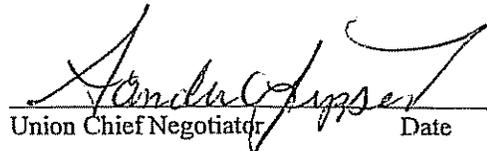
It is understood that any unpaid period of absence during the probationary period shall result in an equivalent extension of the probationary period. An employee who is granted a leave of absence during her probationary period may have her probationary period extended for the same number of days that the employee was absent on leave.

6.03 Benefits for Probationary Employees

An employee on probationary status shall be entitled to receive the benefits provided by Article 10 and to accrue Annual Leave and Sick Leave, but shall not be entitled to take accrued Annual Leave until satisfactory completion of the probationary period, except for an employee who has had previous continuous service with the District in a different classification and is serving a new probationary period. Accrual rates and accruals of benefits to be received shall be based on the original date of hire.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.

 5/18/06
METRO Chief Negotiator Date

 5/18/06
Union Chief Negotiator Date

11.a.42

**ARTICLE 7 - TENTATIVE AGREEMENT
SENIORITY RULES**

7.01 District Seniority

District seniority shall commence upon the date of hire by the District and shall accumulate during service for the District, except for any leave, break or interruption of service exceeding twelve continuous months. After the twelve (12) month period, District seniority shall be maintained but not accrued. An employee who returns from any leave or combination of leaves for a period of less than thirty-one (31) calendar days and then resumes leave shall not be considered as having returned from leave for purposes of computing seniority.

District seniority defines longevity with the District for the purposes of computing retirement benefits, longevity pay, and annual leave.

7.02 Classification Seniority, Rank and Rights

Classification seniority shall accumulate during service in a classification for the District, except as stated elsewhere in this Article.

- A. Classification seniority shall commence upon her date of hire by the District for that classification.
- B. All questions of seniority shall be determined by the Union. When two or more employees are hired on the same date, they shall draw numbers in a lottery to determine their positions on the seniority roster. The lottery shall be conducted by the Union. The Union will inform the District of its determinations of seniority ranking. The District shall prepare a list of all employees with their seniority ranking and submit the list to the Union once annually.
- C. Classification seniority governs the choice of work assignments, days off, overtime and selection of annual leave and fixed holidays.

7.03 Updating and Posting of Seniority Roster

- A. A seniority roster corrected to date of issue shall be given to the Union semi-annually. The roster shall include the employee's rank by classification seniority, date of hire, and accumulated days of Classification and District seniority.
- B. The seniority roster will be posted by the District and will be subject to protest for a period of fourteen (14) calendar days from the date of posting. Upon presentation of proof of error by an employee or the Union within the fourteen (14) day period, the error will be corrected if the error is substantiated by the Union. If no protest is made by an employee or the Union within the protest period, the roster will be considered correct and will not be subject to further protest, except for typographical errors. No change in the seniority rosters will thereafter be made, except by agreement between the District and the Union.

7.04 Maintenance and Accrual of Classification Seniority

Maintenance and accrual of seniority while on layoff status, leave of absence or combination of leaves will be as follows:

- A. An employee shall maintain and accrue classification seniority for twenty-four (24) months. After twenty-four (24) months from date of layoff or absence, seniority shall be maintained but not accrued. An employee who returns from layoff or any leave for a period of less than thirty-one calendar days and then resumes leave shall not be considered as having returned from leave for the purposes of computing seniority.
- B. Military Leave of Absence:
An employee on Military Leave of Absence as defined in Article 14.05 shall not be disadvantaged in respect to seniority.

11a.43

C. Intra-District Leave of Absence:

An Operator accepting employment in other classifications not covered by this Agreement, but within the District, shall maintain and accrue classification seniority for a period of time limited to the probationary period in the new classification, contingent upon payment of Union dues or service fees.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.


METRO Chief Negotiator 5/18/06
Date


Union Chief Negotiator 5/18/06
Date

11a.44

**ARTICLE 8 - TENTATIVE AGREEMENT
WORK OUT OF CLASS AND PROMOTIONS**

8.01 Probationary Period

The probationary period for work in a new classification shall begin on the first date of service in that classification.

8.02 Work Out of Classification

- A. The term "work out of classification" is defined as a management authorized assignment to a budgeted position on a temporary basis. Each of these assignments must be made and authorized in writing by management and shall consist of full shifts.
- B. When working out of classification, the employee shall be placed in the lowest pay step which does not disadvantage her. Pay for work out of classification shall be effective the first working day in the higher classification. Upon completion of one thousand forty (1,040) regular hours worked in an "out of classification" assignment, the employee shall be placed on the next pay step.
- C. All work out of classification assignments are temporary. Work out of classification to fill temporarily vacant permanent positions shall be assigned on a rotational basis among all volunteers qualified to do the work. The ParaCruz Manager shall determine qualifications for the assignment.

No employee may work out of classification to fill a temporarily vacant permanent position for more than six (6) months. After serving in the temporary assignment for 90 days, the ParaCruz Manager or designee shall prepare a written personnel evaluation. If the evaluation is unsatisfactory, the employee shall be removed from the temporary work-out-of-classification assignment and her name shall be deleted from the eligibility list. Once an employee has six (6) months in the out of class assignment, that employee shall be moved to the bottom of the list and the next qualified volunteer shall be assigned.

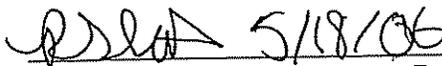
8.03 Promotion

If an employee is promoted to the higher classification in which the employee has worked out of classification, the employee shall have all hours of work out of classification credited to the classification to which promoted for purposes of step advancement. The hours shall also be credited toward the probationary period in the new classification.

8.04 Examinations

An employee shall be granted time off from work for a reasonable period of time to participate as a candidate in examinations for promotional opportunities with the Agency, provided she requests the time off by 11:00 A.M. of the day prior to the day requested.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.


METRO Chief Negotiator Date


Union Chief Negotiator Date

11.245

**ARTICLE 10 - TENTATIVE AGREEMENT
HEALTH AND WELFARE BENEFITS**

10.01 Medical Insurance

- A. The District shall pay monthly medical insurance premiums for an employee, retiree, and eligible dependents at a level sufficient to cover the cost of the basic monthly medical insurance premiums for HMO plans offered in Santa Cruz County by the CalPERS medical program should they exceed the above District contribution amounts.
- B. An employee who declines participation in the District's medical insurance program and produces satisfactory evidence of other medical insurance coverage shall be paid \$300 for each full three calendar month period (paid quarterly) beginning January 1 while in active service and in which District paid coverage would have been provided had The District's medical program been elected. An employee selecting this option may enroll in The District's medical insurance program during the open enrollment period.

10.02 Life and Accidental Death & Dismemberment Insurance

The District shall provide term life insurance in the amount of \$25,000 and accidental death & dismemberment insurance in the amount of \$50,000 for twenty- four (24) hour coverage. Supplemental coverages will be made available and the cost shall be paid by the employee. Plan coverages shall be reduced by fifty percent (50%) upon attaining age 70.

10.03 Industrial Injury

- A. Classifications within the representation unit shall be covered by Workers' Compensation Insurance to be provided by the District.
- B. The employee may apply accumulated Annual Leave and Sick Leave in order to supplement Workers' Compensation benefits. Total compensation shall be equivalent to eight (8) hours pay per day at the employee's base wage rate.
- C. In cases where an employee is injured as a result of a serious vehicular accident or an assault or battery while engaged in the performance of duties and is hospitalized, the District shall supplement Workers' Compensation payments so that the Operator receives her regular work assignment pay for the remainder of the bid. Should said hospitalization continue beyond the current bid, the employee will receive eight (8) hours pay per day, forty (40) hours per week, if full-time and 20 hours per week if part-time, at her base wage rate for the period of time that the employee is continuously hospitalized up to a maximum period of three (3) months.
- D. An employee may be required to visit District doctors for examination and treatment of industrial injuries within the first thirty (30) days following report of the injury except that an employee who has previously filed with the District the name of a qualified medical physician for this purpose may be examined and treated by that physician for the period she was unable to work because of the injury.
- E. An employee who has been injured on the job and who has returned to work and who is required to take mandatory medical examinations for her industrial injury shall be paid time lost up to a maximum of eight (8) hours. An employee who has been injured on the job and who has returned to work and who is required to take medical treatment as a part of an ongoing industrial injury shall be paid sixty (60) minutes at her base wage rate for each required medical appointment if completed during non-scheduled work hours. To qualify for payment, the employee must submit a verification of medical visit signed by her doctor or medical practitioner on the employee's next working day after each and every medical appointment.
- F. If an employee is physically injured while on duty as a result of robbery, or as a result of an unprovoked attack by another person which is reported to the District and the injury results in a loss of time, she shall be paid for the balance of her daily assignment, or in the case of an Extra Board employee, she shall be guaranteed the hours of the assignment of the day on which the injury occurred.

10.04 Medical Arbitration

If there is a disagreement over the physical ability of an employee to resume service as an employee after a medical or industrial injury leave, the District may require the employee to be examined by a

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physician of the District's choice. If it is the decision of both the employee's and the District's physicians that she is physically able to return to work, a return date will be assigned within five (5) days of the decision.

If there is a difference of opinion between the two physicians, a third physician will be selected to adjudicate the disagreement, with the majority decision prevailing. The arbitrating physician shall be selected jointly by the District and the Union from a list of five (5) physicians furnished by the County Medical or Chiropractic Societies. The District and the Union shall alternately eliminate names from the list, with the first choice to be determined by lot. The remaining name shall be the arbitrating physician. The costs incidental to obtaining and arriving at a decision from the third physician shall be shared equally by the District and the Union.

10.05 Dental Insurance

An employee and her eligible dependents shall be entitled to dental insurance coverage with monthly premiums paid by the District.

The plan will provide for the following coverages: 100% preventive services, 85% basic services, and 60% major services to a yearly maximum benefit amount of \$1,700. For a dependent under the age of 19, 60% orthodontics to a \$3,000 lifetime maximum after a \$50 deductible.

10.06 Vision Insurance

An employee and her eligible dependents shall be covered by an insurance policy with the premiums to be paid by the District to include:

A. Annual vision exam, lenses and frames with a five dollar (\$5) deductible.

B. In a year in which an Operator or dependent does not obtain lenses and frames as provided above, she may have applied up to \$350 toward contact lenses, after a fifty dollar (\$50) deductible.

10.07 Retirement Insurance

To qualify for retirement life, dental, and vision insurance benefits an Operator must accumulate ten years District seniority, attain the age of 50 years or more and retire under the provisions of PERS while an employee of the District. District dental, life, and vision plan coverage shall be provided by the District until the retired Operator reaches age sixty-five (65).

10.08 Survivors' Health Benefits

Upon the death of a covered employee who has dependents enrolled under the medical, dental and vision plans, the dependents shall continue to receive the same level of District paid insurance coverage for the twelve month period immediately following provided the continuation of benefits (COBRA) forms have been completed.

10.9 State Disability Insurance

The District shall provide for State Disability Insurance for each member of the representation unit at the expense of the District.

10.10 Deferred Compensation Plan

The District shall make available a deferred compensation plan. An employee may choose a deferred compensation plan of her choice consistent with deferred compensation regulations.

10.11 Long Term Disability Insurance

The District shall provide a Long Term Disability Insurance plan at no cost to an employee to be offset by Governmental disability plans or District disability plans. The plan shall provide for replacement of 60% of actual monthly earnings, up to \$3,000 per month, and shall commence benefits after one hundred eighty (180) days of disability.

10.12 Effective Date of Benefits

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- A. All insurance policies shall be prepaid. Contributions toward the employee's share, if applicable, shall be by payroll deduction.
- B. Employee dental and vision insurance benefits will be effective for full calendar months and will become effective on the first day of the following calendar month from the date of hire provided all enrollment documents have been satisfactorily completed by the employee and returned to the District and end upon the last day of the calendar month of employment separation except as otherwise provided in this Agreement.

10.13 Employee Benefits

- A. The District shall obtain policies or provide coverage which it is required to provide in this Article which are applicable to all eligible members of the representation unit covered by this Agreement.
- B. An employee may choose to cover her principal domestic partner as a dependent under the benefits program. For the purposes of this Article, principal domestic partner is defined as an unmarried equivalent of a spouse who is either eligible to be legally married or would be eligible to be legally married except for gender for whom there is an affidavit of partnership on file with the District. An employee may add a principal domestic partner in the insurance program twelve months following deletion of a former principal domestic partner and must provide an affidavit of an IRS qualified or non-qualified dependent, residence and spousal relationship.

10.14 Employees on Leave

An employee on unpaid Military Leave of Absence is required to pay medical, life, dental, and vision insurance premiums after she has been on leave for more than one calendar month in order to continue District insurance benefits.

10.15 Reference to Plans

The District agrees that any changes in coverage under its employee insurance benefit plans shall be subject to negotiations with the Union during the term of this Agreement. The District further agrees that there shall be no decrease in scope or coverage provided by the plans unless mutually agreed upon.

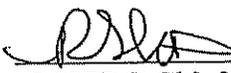
10.16 Amount of Contributions

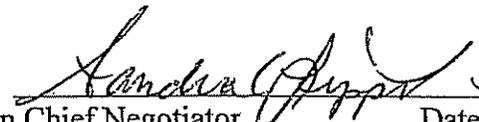
The amount of monthly employee contributions, if required while on leave, shall be the amounts set by the insurance carrier.

10.17 Eligibility Notification

An Operator shall reimburse the District for all costs incurred by an ineligible dependent/spouse. It is the responsibility of an employee to notify the District's benefits representative in the Human Resources Department upon any enrolled dependent/spouse becoming ineligible or to timely apply to enroll an eligible dependent/spouse.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.

 5/18/06
METRO Chief Negotiator Date

 5/18/06
Union Chief Negotiator Date

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**ARTICLE 11 - TENTATIVE AGREEMENT
REDUCTION IN FORCES**

11.01 Reduction in Forces

A. In the event that the District anticipates a need for a reduction in forces, the District shall notify the Union five (5) weeks in advance of the proposed layoff so that the parties may discuss the situation of the District and develop procedures for implementation of reduction in forces if necessary. The Union and the District shall complete their discussions within two weeks of original notification.

An Employee shall be mailed the layoff notice by certified mail and at least twenty-one (21) calendar days prior to the date of layoff. The date of notification shall be the date of delivery on the certified letter receipt or the date the Postal Service first attempted but failed to deliver the letter. An Employee not given at least twenty-one (21) days notice of layoff shall be given a day's pay for each day less than twenty-one (21) days up to a maximum of fifteen (15) days pay.

B. Procedures for reduction in forces shall include, in order of preference:

1. Call for volunteers, in order of classification seniority, for layoff, to be considered involuntary.
2. Involuntary layoff in inverse order of original date of hire regardless of breaks in service. In the event of a tie, the original position in the seniority lottery will be used. An involuntarily laid off Employee shall be given a severance payment of forty (40) hours at the base wage rate.

11.02 Laid Off Employee Benefits

A. An Employee on layoff as a result of a reduction in forces shall have her medical, dental, and vision insurance premiums continued, at no additional cost to the Employee, for a period of ninety (90) calendar days from date of layoff.

B. A laid off Employee shall be paid at the base wage rate for all of her unused Sick Leave in excess of sixty (60) hours and all Annual Leave. This benefit will be paid within two (2) weeks of separation. Unpaid Sick Leave hours of sixty (60) hours or less shall be retained by the District up to three years should the Employee be reinstated. An Employee having her name placed in the top five places of the call back list shall have the option of having her Annual Leave retained by the District for up to one year from the date of layoff in lieu of being paid when laid off.

C. An Employee involuntarily laid off shall be granted up to eight hours release time with pay at her base wage rate from work for the purpose of transitioning to other employment which may include resume writing, methods of job searching, interviewing, coping with stress or unemployment insurance benefits.

11.03 Call Back

A. Any Employee who is laid off as a result of a reduction in forces or who volunteers for layoff (11.01B) shall have her name placed on the call back list provided she maintains good standing with the Union. The District shall maintain the Call Back List, with Employees ranked by order of full-time classification seniority and then by part-time classification seniority. The names remaining on the call back list shall expire within three years. An Employee on the call back list shall maintain and accrue classification seniority.

For purposes of call back, an Employee shall first be called back by order of full-time classification seniority and then by part-time classification seniority which shall also include an Employee on the Furlough list having a current request to return letter on file. Employees having been placed on furlough status due to the expiration of an industrial injury leave after eighteen (18) months off work shall be called back first after notification to the District that they have been medically released to return to work. An Employee with full-time classification seniority will have the right of first refusal for any vacancies in full-time or part-time classifications. An Employee may decline to accept the first or subsequent offers of reemployment with the District, so long as there is an Employee with less classification seniority remaining on the call back list.

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Failure to accept an offer of re-employment when least senior on the call back list shall cause the name of the Employee to be dropped from the call back list.

Notification of the opportunity to return to active employment with the District shall be by certified mail, return receipt requested, to the last known address.

To be eligible for reinstatement, a laid off Employee must keep the District informed of her current address. The District's obligation to offer reinstatement shall be fulfilled by mailing notices by certified mail, return receipt requested, to the most recent address supplied by the laid off Employee.

A laid off Employee must notify the District of intent to return no later than seven (7) days from the delivery date, as indicated on the certified mail receipt, of the District's reinstatement offer. Failure on the part of the Employee to respond in person or by certified mail, return receipt requested, within seven (7) days shall cause the name of the Employee to be dropped from the call back list. An Employee accepting reinstatement must report to work within fourteen (14) days after notifying the District of intent to return.

- B. The District shall provide the Union with a list of former Employees who are on the call back list and indicate which persons have been contacted to return to work and whether they accepted or passed back the offer of work or failed to respond within seven (7) days.

11.04 Call Back Procedures Meeting

The District and the Union agree to meet and discuss call back procedures which may include the following:

- A. Return to work programs for laid off employees.
- B. Service and staffing needs of the District.

11.05 Furlough

An Employee who desires to leave her position retains the opportunity to return to employment as District personnel needs allow.

- A. An Employee who wishes to take advantage of furlough shall give written notice to the District and the Union not more than seventy-five (75) nor less than twenty-two (22) calendar days before the date the desired furlough is to take effect. The District will notify the Employee of the status of her request no later than fifteen (15) calendar days after the application is received. If the needs of the District dictate, the District may delay the date of release of furlough by a period not to exceed seventy-five (75) calendar days from the date of submission of request for the furlough. Once the furlough request is submitted to the District, the Employee may not withdraw the request. Upon separation from the District, access to the Employee's PERS contribution will be regulated by State Law.
- B. The granting of an indefinite furlough shall not exempt an Employee from discipline or discharge during the remaining days that the Employee works before the furlough commences. If suspension is the indicated disciplinary action and the amount of time prior to the beginning date of furlough is insufficient to serve the suspension period, then the Employee shall be required to pay a penalty fee equal to eight (8) hours of pay per suspension day that could not be served.
- C. The duration of the furlough will be at least six (6) months, but may continue for an indefinite period. The District will consider return to work requests within the initial six (6) months if unusual circumstances exist. An Employee who wishes to resume service must mail a letter of intent to return by certified mail to the District's Human Resources Department. The letter will include the date on which the Employee will first be available for reemployment and an address and phone number where the Employee may be reached. The date an Employee provides as first becoming available for service shall not be more than twenty-four (24) months from the date the Employee began the furlough. An Employee failing to present the letter of intent to the District and the Union within this twenty-four month period shall be considered to have resigned effective the date the furlough began. An exception to this twenty-four (24) month deadline will be made in the case of an Employee on furlough status due to an Industrial Injury, for which the time limit shall be sixty (60) months.

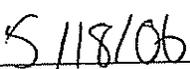
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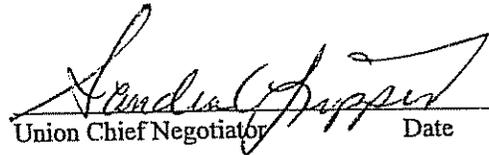
D. An Employee having submitted a letter of intent to return shall be first recalled to service before any new hires, subject to the needs of service of the District. Once an Employee has given the letter of intent to return to service, the Employee must accept the first offer of return or she will be considered to have resigned. The District shall notify the Employee by certified mail with a copy to the Union.

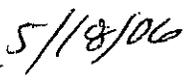
If the Employee is unavailable to return to work on the date specified in the District's notice of recall, the Employee must notify the District within five (5) calendar days of the date the recall notice was received, whereupon the District may arrange with the Employee a return date that is within seven (7) calendar days of the originally specified return date. The District shall honor the letters of intent to return in the order of the dates requested for return.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.


METRO Chief Negotiator


Date


Union Chief Negotiator


Date

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**ARTICLE 12 - TENTATIVE AGREEMENT
HOLIDAYS**

12.01 Holidays Listed

A. The following days shall be considered as holidays:

New Year's Day
Martin Luther King, Jr. Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
Employee's Birthday

B. In the event that one of the holidays falls on a Saturday or Sunday the Agency will have the option of observing the holidays on Friday or Monday.

C. For an employee's birthday falling on February 29, the twenty-eighth day of February will be observed as the employee's birthday in years other than leap years.

12.02 Holiday Pay

A. Holiday pay shall be as follows: Each full time employee shall be paid eight (8) hours at her base wage rate for the holidays listed in Article 12.01. Each part time employee shall be paid four (4) hours at her base wage rate for the holidays listed in Article 12.01. Holiday pay shall not be paid if the employee was scheduled to work and did not work.

B. An employee who performs actual work on the holidays listed in Article 12.01A, shall be paid at one and one half (1 1/2) times her regular wage rate. The employee is guaranteed a minimum equal to twelve (12) hours at her regular wage rate. The eight (8) hour pay shall not be paid if the employee was scheduled to work and did not work.

If the Agency requires an employee to perform service on Thanksgiving, Christmas or New Year's Day the employee shall receive twelve (12) hours holiday pay in addition to one and one half times (1 1/2) her regular wage rate for all time worked.

C. Any employee working on the holidays in Article 12.01A, who is relieved before completion of the day at her own request, or who is absent from duty and unavailable for service for part of the day, shall receive pay for only the portion of the day worked, at one and one half (1 1/2) times her regular wage rate for the service performed in addition to her holiday pay.

D. An employee on Sick/Medical Leave status or absent on unpaid status (including industrial injury leave) on her regularly scheduled work day before, day of, or day after a holiday shall not qualify for holiday pay. An exception to qualifying for holiday pay shall be payment for time lost for a traumatic injury as defined in Article 34.02. An employee who commences working her shift, and subsequently requests and is granted unpaid time off for any part of her shift (known as waives eight), will qualify for holiday pay, so long as she would otherwise qualify.

12.03 Holiday Conversions

A. If a holiday specified in this Agreement falls within an employee's Annual Leave period, or falls on any other of the employee's non-work days, the employee shall be compensated for the holiday by one of the following methods:

1. Eight (8) hours at her base wage rate (holiday pay) for a full time employee
2. Eight hours added to her Annual Leave accruals for a full time employee
3. Four (4) hours at her base wage rate (holiday pay) for a part time employee
4. Four hours added to her Annual Leave accruals for a part time employee

B. An employee may choose to convert any holiday specified in this Agreement to Annual Leave at full value.

C. An employee must make the request to convert a holiday to Annual Leave in writing by 10:00 am 5 working days prior to the holiday.

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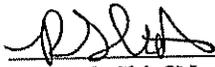
12.04 Service Reduction on Holidays

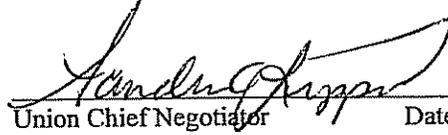
In the event that the Agency reduces service levels on holidays, the Union and the Agency shall collectively bargain in good faith on appropriate procedures for holiday sign-up and work.

12.05 No Pyramiding

This rule is not to be construed as requiring overtime pay on overtime pay.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.

 5/18/06
METRO Chief Negotiator Date

 5/18/06
Union Chief Negotiator Date

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**ARTICLE 15 - TENTATIVE AGREEMENT
SICK LEAVE**

15.01 Accrual and Use of Sick Leave

- A. A full-time Employee shall accrue Sick Leave while in paid status at the rate of .0462 hours per hour worked (approximately 12.5 days per year). Sick Leave shall mean personal illness or physical incapacity caused by factors over which the Employee has no reasonable immediate control, or the illness of a member of the immediate family of the Employee which illness requires her personal care and attention. Immediate family shall include the parent, spouse and children, principal domestic partner, brother or sister of the Employee, or family member residing within the house of the Employee.
- B. Sick Leave shall not be construed as a privilege which an Employee may use at her discretion, but shall be allowed only in the cases of necessity set forth herein.
- C. Unused Sick Leave may be accumulated up to one hundred (120) days. Any Sick Leave accumulated beyond twelve (12) days or ninety-six (96) hours may be converted to Annual Leave at full earned value and added to an Employee's Annual Leave.
- D. For purposes of calculating Sick Leave, a day's pay shall consist of eight (8) hours at the Employee's base wage rate. An Employee shall be compensated for all time lost from work up to eight (8) hours.
- E. If an Employee's illness exceeds seven (7) calendar days, the Employee may elect to discontinue payment of Sick Leave in order to receive State Disability Insurance payments.
- F. An Employee with five (5) years of continuous service with the District shall be paid for unused Sick Leave when she retires under the provisions of the Public Employees Retirement System.

15.02 Notification

An Employee calling in sick must telephone her home Base not less than one (1) hour prior to her assigned, scheduled report time or she shall be charged with a miss-out. This shall not be construed as applying to an Employee who is medically unable to perform her duties while at work as determined by the District or a Medical Professional. Medical verification shall be obtained that day.

15.03 Returning to Duty

An Employee returning to duty from absences shall notify her home Base by 11:00 A.M. the day before she intends to return to be given her regular assignment for that day. If the Employee notifies the District of her intent to return between 11:00 A.M. and 5:00 P.M. of the day prior to her return, she shall be guaranteed work but shall not be guaranteed her regular assignment. If the Employee fails to notify her Base of her intent to return by 5:00 P.M. on the day prior to her return, she shall not be guaranteed work for the day of her return. If the Employee is not assigned, she shall remain on sick status for that day.

15.04 Absence Policy

- A. All sick calls are counted absences toward progressive discipline for excessive absenteeism. An Employee shall be required to submit a physician's certificate for absences in excess of five (5) consecutive working days, stating that the Employee has been under the physician's care and is able to return to work. Doctor's appointments will be counted as absences unless the Employee submits medical verification to her Supervisor that she is required to have pre-scheduled medical appointments. This verification must include the name of the medical practitioner, how many appointments are anticipated, if known, and must be submitted at least forty-eight (48) hours before the appointment begins.

This exception is designed for an Employee who must undergo pre-scheduled medical treatments such as, but not limited to, prenatal care, physical therapy and chemotherapy, or who is required to be absent as a result of a chronic illness or disease as verified by a licensed medical practitioner.

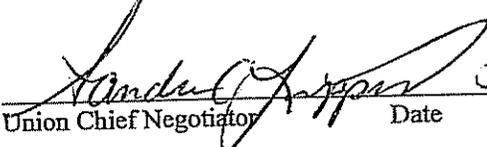
- B. Absences will be counted as follows:

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1. One day equals one absence.
 2. Two or more consecutive workdays equals one additional absence.
- C. Progressive Discipline:
 Progressive discipline shall be applied for excessive absenteeism. An Employee maintaining a balance of greater than sixty (60) hours of Sick Leave shall not be subject to discipline under this Section.
1. When an Employee has had twelve (12) counted absences during a floating 365 calendar day period she will be given formal counseling.
 2. Seventeen (17) counted absences within a floating 365 calendar day period will result in a written warning to the Employee for violation of the attendance policy.
 3. Twenty (20) counted absences within a floating 365 calendar day period may subject the Employee to discharge unless number 5 below has been met regardless of the Employee's request.
 4. An Employee who is absent from work a total of twenty (20) or more days in a floating 365 calendar day period may be subject to discipline if a pattern of abuse is demonstrated.
 5. After one hundred eighty (180) calendar days without a counted absence, all prior Employee's counted absences will be rescinded upon request. The Employee must be actively working during this one hundred eighty (180) calendar day period.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.

 5/18/06
 METRO Chief Negotiator Date

 5/18/06
 Union Chief Negotiator Date

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**ARTICLE 16 - TENTATIVE AGREEMENT
DISCIPLINE AND DISCHARGE**

Preamble

This Agreement between the District and the Union is based upon a spirit of cooperation between the Employees and the District to provide a fair and equitable basis for the parties to handle discipline matters which may be brought before them. The parties do recognize the responsibility of each to provide fair treatment to both parties.

In order that this preamble may be effectuated to its fullest, the procedures for handling discipline matters in an amicable manner are outlined as follows:

16.01 Grounds for Discipline and Discharge

- A. No Employee will be disciplined, discharged, nor will adverse entries be made in her personnel record except for just and sufficient cause. Any adverse entries in an Employee's record shall be regarded as discipline and are subject to the provisions of this Article. Formal counseling shall not be considered discipline, however, records of this counseling may be kept for purposes of progressive discipline upon notification to the Employee and the Union. This formal counseling will be conducted in a manner that ensures the Employee's privacy.
- B. No Employee may be suspended, discharged or removed from service prior to completion of the full appeal and hearing process as outlined in this Article and Article 18, except for one (1) or more of the following reasons:
 - 1. Intoxication or use of alcoholic beverages or restricted dangerous drugs while on duty
 - 2. Gross misconduct
 - 3. Blatant insubordination
 - 4. Serious accident
 - 5. Criminal activity while on duty
 - 6. Excessive miss-outs
 - 7. Invalid driver's license
- C. An Employee may be disciplined for abuse of Sick Leave in accordance with the standards identified in Article 15.

16.02 Miss-Out Rule

- A. An Employee must report for her assignments within one (1) minute of her scheduled report times or she will be charged with a miss-out. An Employee calling in sick must telephone her home Base at least sixty (60) minutes prior to her scheduled report time or she will be charged with a miss-out. An Employee not reporting within one (1) minute of her scheduled report time may be called within sixty (60) minutes of the scheduled report time and requested to report to work, at her last known telephone number in the records of the District, dependent upon the needs of the District.
- B. An Employee who is not notified of a miss-out by the end of the next day shall not be charged with that miss-out. The notice shall be time stamped with a copy deposited in the Union mailbox. In the event that the Employee is not available, the copy to the Union shall suffice as notification.
- C. Disciplinary action for miss-outs shall be based on the following schedule. Miss-outs shall remain on an Employee's record for three (3) months.

One (1) miss-out	Caution Notice
Two (2) miss-outs	Written Warning
Three (3) miss-outs	One day suspension/ 10 day step reduction
Four (4) miss-outs	Three day suspension/ 30 day step reduction
Five (5) miss-outs	Ten day suspension/ 100 day step reduction
Six (6) miss-outs	Subject to discharge
- D. No Show Rule:

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An Employee who fails within one hundred twenty (120) minutes of her scheduled report time to report to work shall be charged with an additional miss-out for that day and shall be assessed an additional one day suspension. For this No Show penalty to be assessed, the District must have called the Employee, as described in Paragraph A above, and if reached, requested her to report to work and informed her that failure to report will result in a No Show. All calls will be logged and if the District is unable to reach the Employee, the No Show will be assessed.

- E. Miss-outs may be waived if an Employee provides proof that she could not report on time due to one of the following:
 - 1. Inability to report due to hospitalization of Employee or immediate family
 - 2. Involvement in automobile accident
 - 3. Natural disaster (excluding power failures)
 - 4. Schedule failure of public transit
 - 5. Traffic congestion due to accident or temporary construction.
- F. An Employee who fails to report as a result of District scheduling errors shall not be charged with a miss-out.

16.03 Notice of Intent to Discipline or Discharge

The District shall notify the Employee in writing of the intended discipline or discharge. The notice shall include Notice of Intent case number, a statement of the precise and complete charges, and shall be given to the Employee no later than twenty (20) days after the date of the District Management's knowledge of the occurrence which is the basis for the charges. In the event that the Employee is not available, the District may send the Notice of Intent to the Employee by certified mail postmarked no later than eighteen (18) days after the District Management's knowledge of the occurrence. Notice of intent to discipline for chargeable accidents may be delayed until the final determination for chargeability through the accident review process.

A time-stamped copy of this notice shall be sent to the appropriate Union Base Representative on the same day as it is sent to the Employee. The Notice of Intent shall be signed by the Manager of Operations or designee.

In the Notice of Intent, there shall be included the disciplinary action recommended:

- A. Letter of Reprimand - May request first level hearing.
- B. Suspension - Automatic first level hearing, including date of hearing; or if offered in lieu of the suspension and elected by the Employee, a temporary one pay step reduction - right of appeal is waived.
- C. Discharge - Automatic first level hearing, including date of hearing.

16.04 First Level Hearing Procedures and Time Limits

The first level hearing shall be heard by the Manager of Operations or designee and must be held before any Employee is suspended or discharged. A first level hearing will also be held in the case of a letter of reprimand, if requested by the Employee.

- A. Letter of Reprimand Hearings (requested by an Employee):

Hearings on Letters of Reprimand must be requested by an Employee within ten (10) days of the receipt of Notice of Intent to Discipline or the Letter of Reprimand will be placed in the Employee's personnel file. The Manager of Operations or her designee shall hold the hearing within ten (10) days of receipt of the request for hearing from the Employee.

- B. Hearings on Suspensions or Discharges:

Hearings on suspensions or discharges shall be held no less than five (5) days and no more than fifteen (15) days from the time the Union and the Employee receive the time stamped Notice of Intent to Discipline, except in cases where extension of time limits is agreed upon.

- C. Notification of Hearing:

Five (5) days before the first level hearing, the Manager of Operations or her designee shall provide notification of the hearing date to the Union and every Employee who is entitled to one. The notification of the hearing shall include:

- 1. Time of hearing
- 2. Place of hearing
- 3. Date of hearing

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4. Notice of Intent case number

D. Report of Hearing:

No more than ten (10) days following the hearing, the Manager of Operations or her designee shall submit a report of the hearing to the Union and the affected Employee. This report shall contain the following:

1. Date
2. Names of those present
3. Notice of Intent case number
4. Statement of each charge
5. District decision on each charge

16.05 Final Appeal before Arbitration

If a disciplinary action or discharge is not settled to the satisfaction of the Employee or the Union at the Operations Department level, the Employee or the Union may refer the disciplinary action or the discharge to the General Manager or her representative.

A. Request for Appeal Hearings:

The Union or the Employee must request any appeals within ten (10) days from receipt of the decision of the Manager of Operations or designee.

The final appeal hearing shall be held within fifteen (15) days from the date of the request of the hearing by the Union, with the understanding that the Employee and the Union shall be given written notification of the time and place of the hearing at least eight (8) days in advance.

The Employee shall have the opportunity to arrange representation and/or witnesses, who will be released from duty without loss of compensation if employed by the District. The Employee's representative or the Employee if not represented will be allowed to question all witnesses.

B. Written Decision of Appeal Hearing:

No more than ten (10) days after the date of the appeal hearing, a written decision on the disciplinary action or discharge shall be prepared by the General Manager or her representative and a copy shall be given to the Union and the affected Employee. The decision shall contain:

1. Date and Case Number
2. Names of those present
3. Statement of each disciplinary action or discharge
4. The District's decision on each charge

16.06 Employee's Rights

- A. At any meeting or investigation, at any level of the appeal and hearing procedure, the Employee and/or Union representative (with authorization from the Employee) shall be allowed to get whatever information is desired from the Employee's personnel file.
- B. Any disciplinary action resulting in suspension or discharge shall be reported to the Union within two days, and confirmed by letter within three (3) days of the date and time of notification of the Employee.
- C. If at the meeting or a subsequent hearing, the Employee who was suspended is determined to be completely blameless of charges regarding the offense, she shall be reinstated to her former position without loss of District or classification seniority and will be paid wages lost as though she had not been suspended. It is agreed that no entry shall be made on the Employee's record of the suspension, if the Employee was found to be completely blameless. If it is found that the Employee in question was partially blameless, then the District may reduce the penalty and/or return some or all of the Employee's lost wages.
- D. An Employee shall be given an opportunity to answer any charges or complaints in writing. This response shall remain part of the Employee's record as long as the complaint or charge remains on file.
- E. The Employee shall have the right to Union representation at any meeting or hearing that she has a reasonable basis to suspect may result in discipline. The Employee's representative, or the Employee if not represented, will be allowed to question all witnesses.

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F. Adverse notations on the Employee's record that result in a three (3) day suspension or less which are more than twelve (12) months old shall not be used for future discipline. Disciplinary suspensions of more than three (3) days which are more than five (5) years old shall not be used for future discipline.

G. No adverse entry shall be placed in an Employee's file unless written and signed by the person making the charge or complaint. Hearsay evidence shall not be the basis for discipline or adverse entry in the Employee's record. Written declarations signed by the witness may be used as evidence. An Employee cannot be suspended as a result of a passenger complaint, unless the Employee has the right to face her accusers or witnesses in person. If the District suspends or discharges an Employee under provisions of 16.01B prior to the completion of the first or second level hearing, the Employee has the right to face her accusers or witnesses in person before the discipline is imposed.

16.07 Assessment of Suspensions

Suspensions shall be served within thirty (30) days of the date of the final decision on the suspension or within twenty (20) days of return to work. Multiple day suspensions shall be served consecutively. The District shall determine the dates of suspension.

16.08 Extensions

By agreement between the District and the Union, the limits set forth in this Article may be extended to specific times in individual cases. They shall be further extended by up to one year whenever the Union shall advise the District in writing that the grievance or claim has been appealed to the International Union for decision within the organization and that upon determination of the appeal, the case will be renewed actively by the Union. Whenever cases are first to be adjudicated within the Union, it is understood that the District shall not be penalized for accrual of time from the date of notification of necessity of appeal action within the organization to date of notification that the Union is ready to proceed with the case, at which time the extension of time shall end and the limits shall be applicable to the case.

16.09 Time Limits and Forfeiture

In computing the time limits as fixed in this Article, Saturdays, Sundays, and holidays shall be excluded. The failure of the District to adhere to the time limitations set forth above shall result in forfeiture of the District's case. If an Employee and the Union representative fail to attend any meeting or hearing referred to in this Article, it shall result in the right of the Union to appeal to the next level.

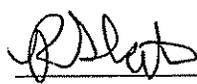
16.10 Discipline or Discharge of Probationary Employees

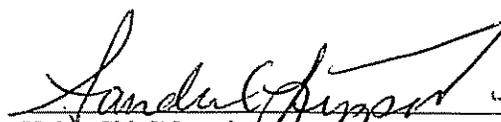
The provisions of this Article shall only apply to fully qualified Employees who have satisfactorily completed their probationary period.

16.11 Exclusionary Rule

If within ten (10) days from receipt of the first level decision and prior to the second level hearing, the Union requests a written document(s) that was in the District's possession, and it is not provided, then the District shall be excluded from using it in arbitration.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.


METRO Chief Negotiator 5/18/06
Date


Union Chief Negotiator 5/18/06
Date

11.959

ARTICLE 17 - TENTATIVE AGREEMENT GRIEVANCES AND CLAIMS

17.01 Definition

A grievance is defined as any controversy between the District and the Union arising out of or by virtue of the Agreement. Grievances and claims must be filed within twenty (20) days after the alleged violation becomes known to the Union.

17.02 Notification

If a grievance is alleged by the Union, it must be filed in writing with the appropriate District management official, as the case may be, within twenty (20) days after the occurrence or discovery of the alleged grievance. The grievance must be concise and in writing and must state what specific section of this Agreement or rule or policy of the District has been violated, and contain a brief description of the violation, any steps that were taken to secure informal resolution, and proposed resolution of the grievance.

17.03 Informal Conferences

The parties are encouraged to meet prior to filing the written grievance and work to resolve disputes.

17.04 Hearing

Within fifteen (15) days after the receipt of the grievance, the parties shall meet in a hearing and attempt to settle the grievance, with the understanding that the Union shall be given written notification of the time and place of the hearing at least eight (8) days in advance. A written decision shall be rendered within ten (10) days after completion of the hearing and copies furnished to all parties.

17.05 Final Appeal Before Arbitration

Within ten (10) days after the receipt of the decision of District management, an appeal may be directed to the General Manager or her representative. The hearing will be held within fifteen (15) days and the Employee and the Union shall be given written notification of the time and place of the hearing at least eight (8) days in advance. A written decision shall be rendered within ten (10) days after completion of the hearing and copies furnished to all parties.

17.06 Extension of Time Limits

The time limitations set forth in this Article may be extended by mutual written agreement. They shall be further extended by up to one year whenever the Union shall advise the District in writing that the grievance or claim has been appealed to the International Union for decision within the organization and that upon determination of the appeal, the case will be renewed actively by the Union. Whenever cases are first to be adjudicated within the Union, it is understood that the District shall not be penalized for accrual of time from the date of notification of necessity of appeal action within the organization to date of notification that the Union is ready to proceed with the case, at which time the extension of time shall end and the limits shall be applicable to the case.

17.07 Violation of Time Limits

The failure of the Union to adhere to time limits set forth above or to appear at the time of the hearing shall cause forfeiture of the Union's case. The failure of management to adhere to the time limitations set forth above shall result in the right of the Union to appeal to the next level.

17.08 Applicability of Article

These rules covering grievances, claims, and procedures are applicable to all Employees whose conditions of employment are within the scope of this Agreement.

17.09 Computing of Time Limits

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In computing time limits as fixed in this Article, Saturdays, Sundays, and District holidays shall be excluded.

17.10 Submittal and Payment of Claims

The Union shall have the right to submit claims for individuals and the submission shall be recognized and treated as set forth herein.

Settlement of non-payroll claims shall be paid to the Employee by separate check within fourteen (14) days of the date of submission.

Settlement of payroll related claims will be paid in the first pay period following the decision of the Hearing Officer.

This section shall in no way preclude earlier settlement of payroll claims when an Employee has received less than the pay to which she is entitled.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.

PSA 5/18/06
METRO Chief Negotiator Date

Samuel C. Johnson 5/18/06
Union Chief Negotiator Date

11.261

**ARTICLE 19 - TENTATIVE AGREEMENT
COURT APPEARANCES**

19.01 Compensation for Appearance

The District agrees that when they direct an employee in conjunction with any legal matters involving the District directly, or indirectly, or for time spent under subpoena by the District in any proceedings wherein her presence is required, due to her witnessing occurrences while on duty, to compensate her at the rate of pay prescribed by the terms of this Agreement, less any other compensation received as a result of the appearance. Pay will include travel from the employee's home Base to point of appearance and return. The District will notify the employee at least five (5) days prior to notification of the court date. If there is a conflict with signed-on Annual Leave, the District will work with the employee to resolve the conflict.

This Article covers any matters through which an employee is required to spend time by request or subpoena by the District or any law enforcement agency covering collisions or incidents which happen while the employee is in the performance of her duties. An employee will notify the proper official of the District as soon as possible upon being served a subpoena.

Compensation will be as follows:

A. During Regular Work Hours:

An employee will not be paid less than she would have received had she worked her scheduled assignment.

B. During Regular Time Off or Days Off:

An employee will receive pay at the overtime rate for time required.

C. On Annual Leave

1. An employee will be paid her straight time rate of pay for a minimum of eight (8) hours, not charged to Annual Leave, on what would be a regular work day, and the overtime wage rate for time required, not charged to Annual Leave, for appearance on her day off.
2. Payments outlined in 1 above will be made in lieu of Annual Leave payments due an employee under the provisions of this Agreement.

19.02 Instructions to Report

It is understood that an employee will be instructed to report to court or the attorney's office only by District personnel and not by representatives of the insurance company or attorney's office.

19.03 Traffic Citations

The District agrees to compensate any employee for lost time while in court defending against a traffic citation for a moving violation received by the employee while on duty for the District for which they are found not guilty. The District will pay all fines for speeding issued against an employee driving an District vehicle which results from a speedometer being defective or missing.

19.04 Legal Assistance

In the event an employee is 1) charged with any crime, or traffic violation, arising directly out of an collision or incident involving a District vehicle, property or person occurring while the employee is on duty and within the course and scope of her employment, or any crime allegedly perpetrated while the employee is on duty and within the course and scope of her employment; and 2) the employee has not engaged in any action that would subject that employee to termination; and 3) the employee is ultimately acquitted of all charges the District shall reimburse the employee for reasonable legal fees incurred for the employee's defense. If the parties cannot agree within two working days upon the amount of reasonable reimbursable legal fees charged by Santa Cruz County attorneys, the Union and the District will jointly prepare a letter by the end of the second day to the Santa Cruz County Criminal Defense Bar requesting that it assign an association member to review the legal fees and determine whether they are reasonable. The District shall pay any required fees for this service. The District shall only be responsible for payment of legal fees if the Court has determined that the employee is not eligible for the Public Defender due to her income level.

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19.05 Legal Support

If an employee is named as a party defendant in a civil action arising out of the course and scope of her employment with the District; and 1) the employee has not engaged in any action that would subject that employee to termination; and 2) there exists no conflict of interest between the District and the employee; the District shall either reimburse the employee for reasonable legal fees arising from these disputes or will provide the employee, at the District's expense, with competent legal counsel to represent the employee in court. A dispute regarding conflict of interest shall be brought as soon as possible, but in no event later than one month, to the Board of Directors for determination. If the parties cannot agree within two (2) working days upon the amount of reasonable reimbursable legal fees charged by Santa Cruz County attorneys, the Union and the District will jointly prepare a letter by the end of the second day to the Santa Cruz County Superior Court Administrator requesting that she assign an independent civil attorney to review the legal fees and determine whether they are reasonable. The District shall pay any required fees for this service. The District shall only be responsible for payment of legal fees.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.


METRO Chief Negotiator

5/18/06
Date


Union Chief Negotiator

5/18/06
Date

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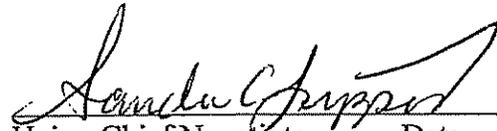
**ARTICLE 20 - TENTATIVE AGREEMENT
MANAGEMENT RIGHTS**

20.01 Management Rights

The Union agrees that the District has complete authority for the policies and administration of all District departments which it shall exercise under the provisions of the law and in fulfilling its responsibilities under this Agreement. The authority shall include the establishment of work rules and regulations not inconsistent with the terms of this Agreement. Any matter involving the management of governmental operations vested by law in the District and not covered by this Agreement is in the province of the District. The exercise of any right, power, authority, duty or responsibility by the District and the adoption of rules, regulations, and policies as it may be deemed necessary, as they apply to employees represented by the Union, shall be limited only by the specific and express items of this Agreement and the requirements of the laws and Constitution of the State of California.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.


METRO Chief Negotiator 5/18/06
Date


Union Chief Negotiator 5/18/06
Date

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**ARTICLE 21 - TENTATIVE AGREEMENT
CONTINUITY OF SERVICE TO THE PUBLIC**

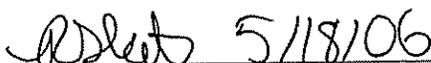
21.01 Continuity of Service to the Public

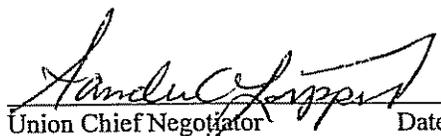
It is recognized that the parties are engaged in rendering a public service and that they will comply with all applicable valid rules, regulations and orders of duly constituted public regulatory bodies or governmental authorities. The parties agree that nothing contained in this Agreement shall be construed to conflict or be inconsistent or incompatible with rules, regulations or orders. During the term of this Agreement, neither the Union nor its members shall call, sanction, assist or engage in any strike, slowdown or stoppage of the District's work, operations or service, or in any manner sanction, assist or engage in any restrictions or limitations of the work, operations, or service of the District. Refusal of an employee to cross a primary picket line shall not be construed as a violation of this Agreement.

It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action, in the event an employee refuses to enter upon any property involved in a labor dispute or refuses to go through or work behind any bona fide labor organization picket line, where entering property involved in a labor dispute or going through a bona fide labor organization's picket line will result in potential damage to District equipment or physical injury to the employee or where physical injury to persons in the picket line could result or where a member of the District employee's immediate family is involved in a labor dispute. This section shall not apply to informational picket lines established or endorsed by bona fide labor organizations.

During the term of this Agreement, the District shall not cause or permit any lockout of any of its employees.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.


METRO Chief Negotiator Date


Union Chief Negotiator Date

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**ARTICLE 22 - TENTATIVE AGREEMENT
ASSIGNABILITY**

22.01 Assignability

This Agreement shall be binding upon the successors and/or the assignees of the parties hereto, and no provisions, terms, or obligations herein contained, nor the certification of the exclusive bargaining agent be affected, modified, altered or changed in any way by the consolidation, merger, sale, transfer, affiliation or assignment of either party hereto, nor affected, modified, altered or changed in any respect whatsoever by any change of ownership or management by either party; or by any change, geographical or otherwise, in the location of business of either party.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.

PSlat 5/18/06
METRO Chief Negotiator Date

Stanley G. ... 5/18/06
Union Chief Negotiator Date

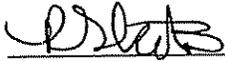
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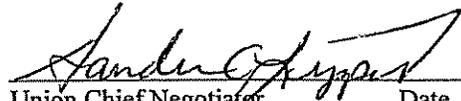
**ARTICLE 23 - TENTATIVE AGREEMENT
SEPARABILITY**

23.01 Separability

Should any portion of this Agreement be altered or modified due to legislative action or court decision, or should any portion of this Agreement be found contrary to State or Federal law, the remaining provisions shall in no way be affected and shall remain in full force and effect. Any portion of this Agreement affected by changes in law shall be the basis of collective bargaining on the part of the District and the Union to bring the language of the Agreement into compliance.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.

 5/18/06
METRO Chief Negotiator Date

 5/18/06
Union Chief Negotiator Date

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**ARTICLE 24 - TENTATIVE AGREEMENT
COLLECTIVE BARGAINING DURING TERM OF AGREEMENT**

24.01 Final Agreement Between the Parties

This Agreement constitutes the final agreement of the parties hereto on the subjects covered herein. The Union and the District have collectively bargained in good faith negotiations through their authorized representatives and have arrived at an understanding concerning wages, hours, working conditions and other terms of employment. During the term of this Agreement, there shall be a duty upon both parties to collectively bargain in good faith as is expressly provided for in Article 24.02.

24.02 Duty to Collectively Bargain in Good Faith on Matters Not Covered - No Economic Action

The parties hereto have a duty to communicate and respond in a timely manner within ten (10) working days of written request by the other party on subjects which are not specifically covered by this Agreement, and hereby agree to collectively bargain in good faith on wages, hours, working conditions and other terms of employment, which are not specifically covered by this Agreement during the term of this Agreement; provided, however, neither party shall use any type of economic force in support of any proposals either of them make on any of these subjects.

If new classifications are added to the bargaining unit during the term of this Agreement, the Union and the District will collectively bargain in good faith on wages, hours, working conditions and other terms of employment for those new classifications.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.

RDH 5/18/06
METRO Chief Negotiator Date

Andrea C. Ripper 5/18/06
Union Chief Negotiator Date

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**ARTICLE 26 - TENTATIVE AGREEMENT
GUARANTEED WORKWEEK**

26.01 Regular Employees

- A. A regular employee shall be guaranteed eight (8) hours pay time per day, forty (40) hours pay time per week provided she works as assigned, with two (2) consecutive days off. In the case of any run or shift less than eight (8) hours, the District shall pay eight (8) hours pay time and these runs shall be considered as containing eight (8) hours work time.
- B. All pay time for a regular employee will be included and be a part of the eight (8) hour daily guarantee subject to the provisions of Article 12.02D (Holiday Pay).
- C. An employee choosing to work less than the guarantees provided for in this article may waive their guarantee.

26.02 Extra Board Employees

- A. An Extra Board employee shall be guaranteed eight (8) hours pay time per day, five days per week provided she is available and works as assigned, with two (2) consecutive days off.
- B. All pay time for an Extra Board employee will be included and be part of the eight (8) hours daily guarantee, subject to the provisions of Article 12.02D (Holiday Pay).
- C. An employee choosing to work less than the guarantees provided for in this article may waive their guarantee.

26.03 Part Time Employees

- A. A part time employee shall be guaranteed four (4) hours pay time per day worked, twenty (20) hours pay time per week provided she works as assigned, with two (2) or more consecutive days off. In the case of any shift less than four (4) hours, the District shall pay four (4) hours pay time and these runs shall be considered as containing four (4) hours work time.
- B. All pay time for a part time employee will be included and be a part of the four (4) hour daily guarantee subject to the provisions of Article 12.02D (Holiday Pay).
- C. An employee choosing to work less than the guarantees provided for in this article may waive their guarantee.

26.04 General Provisions for All Employees

Any employee who fails to report as assigned shall lose her guarantee. An employee who fails to report as assigned and who is subsequently given and completes an assignment shall receive a minimum of four (4) hours pay at her regular wage rate for that day.

26.05 Additional Work

- A. Regular employees, including Extra Board employees on hold-downs, shall not be required to run extra trips or do extra work except in cases of emergency where special events, blockage, fires, or acts of God require extra service. When equipment is on the road and relief fails to show, or equipment breaks down, relief will be made as soon as possible and must be made within two (2) hours after the District is notified.
- B. An Extra Board employee may only refuse additional work in excess of eight (8) hours already worked and shall not be required to work beyond thirteen (13) hours spread from initial scheduled report time except as stated in Article 29.09.
- C. An employee who performs extra work in addition to her regular scheduled assignment shall be paid at the overtime rate for all additional work, except in the case of an Operator working less than eight (8) hours under the provisions of Article 26.01A. In this case, the extra work shall be paid at the base wage rate until the Operator has eight (8) hours on the clock, after which the overtime rate shall apply.

26.06 Breaks in Split Runs or Shifts

Breaks in split runs or shifts of thirty (30) minutes or less shall be paid straight through. For purposes of calculating overtime, these breaks shall be considered time worked. An employee will

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be paid for all time required to be in service or away from her home Base from scheduled sign-on time to subsequent sign-off time.

26.07 Exceptions

- A. An employee relieved before the completion of a day at her own request, or who is absent from duty and not available for service for part of a day, shall receive pay for only the portion of the day worked and the minimum allowance of eight (8) hours shall not apply.
- B. Where an Operator misses-out on an assignment and subsequently reports to work within two (2) hours of her originally scheduled report time, she shall receive pay only for hours worked, with a minimum guarantee of four (4) hours, thereby forfeiting her guaranteed five (5) day, eight (8) hours per day workweek. The reduction in the workweek shall only apply to the day in which the Operator missed out.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.

PSB/ab 5/18/06
METRO Chief Negotiator Date

Amanda C. Higgins 5/18/06
Union Chief Negotiator Date

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**ARTICLE 27 - TENTATIVE AGREEMENT
OVERTIME**

27.01 Overtime Provisions

An employee shall be paid one and one half (1^{1/2}) times her regular wage rate for all work she performs that is in excess of eight (8) hours per day or each hour in excess of forty (40) hours per week. An employee shall be paid two (2) times her regular wage rate for all work performed on her seventh consecutive day of that pay week.

27.02 Work on Days Off

- A. No employee shall be required to work on her day or days off.
- B. An employee shall be paid one and one half (1^{1/2}) times her regular wage rate for all work performed on her scheduled days off provided that she will have worked forty (40) hours within that work week. An employee shall be paid two (2) times her regular wage rate for all work performed on the seventh consecutive day of that pay week. Annual Leave Holidays, Jury Duty, and Union business will be considered time worked for the purposes of this Section.

A full-time employee shall be guaranteed twelve (12) hours pay time for working on her day off provided she works as assigned on that day. However, should the District cancel accepted overtime, the employee shall receive eight hours pay time if not cancelled within sixty minutes of overtime being accepted.

An employee passed over in correct order of call for additional work under the provisions of Article 27.03 shall be guaranteed eight hours at the employee's regular rate of pay. An employee working on Annual Leave days will be paid under the provisions of Article 27.01.

- C. The District shall furnish the Union each payroll period a report of all employees called to work on their days off.

27.03 Calling of Additional Employees

There shall be a sign-up list for employees making themselves available for additional work. Call-back shall be in order of classification seniority according to the following provisions: Each week, "Call for Additional Employees" lists (Call Lists) will be available for sign-up. Call back shall be by classification seniority:

A. General Provisions:

1. The District will determine what work, if any, is to be made available for overtime
2. Where more than one assignment is available at the time of the call for additional work, an employee will be given her choice of work, subject to rest requirements.
3. One documented call will be made to each employee on the list who will have the minimum eight (8) hours rest. An employee accepting a shift which would violate the ten (10) hour rest period will waive the penalty pay requirement.
4. An employee unable to accept an assignment because of lack of eight (8) hours rest will be the first called for any shift she can legally work.
5. An employee being called for additional work must speak directly with the Supervisor on duty in order to be considered for work available at the time of the call.
6. An employee unavailable at the time of the call will be passed and may be called again after call lists are depleted, provided unassigned work remains.
7. When the call lists have been depleted, other employees not on the lists may be requested to work. No employee may be required to work on her days off.

B. Special Provisions:

1. Next Day Assignments:

When an employee on a call list is working a shift, she will be contacted by radio, and will be asked for an affirmative or negative response as to working the following day. If the response is affirmative, and there are more than two assignments available, the employee will contact the Dispatcher or Supervisor on duty by telephone and choose her assignment. In the event there is only one assignment available, that assignment will be

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identified and the employee shall respond over the radio. If no call is received, the employee will be assigned the piece with the earliest sign-off time.

2. Same Day Assignments:

- a. As assignments become known, the Supervisor on duty will call employees on the sign-up lists who have not previously been assigned, or declined assignment, according to the above section.
- b. In situations where a partial work assignment is unforeseen and becomes available on the day of the assignment and if out of operational necessity the work must be assigned immediately, the District may assign the partial work to an available employee on a first come, first served basis. This provision is intended to allow uninterrupted service to the public after the employee sign-up list has been depleted.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.

RSlet 5/18/06
METRO CHIEF NEGOTIATOR DATE

Landin G. Johnson 5/18/06
UNION CHIEF NEGOTIATOR DATE

11.a.72

**ARTICLE 28 - TENTATIVE AGREEMENT
SPECIAL PROVISIONS- VEHICLE MECHANICS**

28.01 Lockers and Other Facilities

The District will furnish adequate storage for personal belongings, washrooms, drinking and toilet facilities for maintenance personnel.

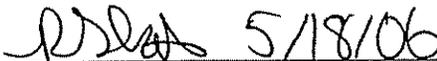
28.02 Safety Equipment

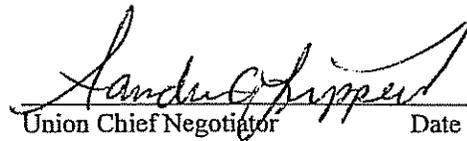
The District shall have available face shields, goggles and respirators for the safety of the employees. The District will require that all employees in designated areas wear oil-based, non-skid, steel-toed shoes. The District will reimburse each employee for one (1) pair of regulation safety shoes per contract year, not to exceed two hundred dollars (\$200). It is the employee's responsibility to purchase and wear appropriate footwear which complies with these requirements. Footwear which is defective or inappropriate to the extent that its ordinary use creates the possibility of slippage shall not be worn.

28.03 Tool Allowance

The District will be liable for theft of tools while tools are on District property provided that the mechanic whose tools are stolen has submitted an updated inventory and files a police report at the time theft is discovered. An employee that supplies their own tools will be paid a tool reimbursement allowance based on presentation of invoice to the District not to exceed \$500 per year for lead mechanic, \$300 per year for mechanic II and \$200 for mechanic I. Upon separation, tools purchased under this provision will become property of the District.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.


METRO Chief Negotiator Date


Union Chief Negotiator Date

11.473

**ARTICLE 32 - TENTATIVE AGREEMENT
HOLD-DOWNS**

32.01 Definition of Hold-down

For the purpose of this Article, a hold-down is defined as a temporarily vacant work assignment. Vacancies of seven (7) or more calendar days which are foreseen shall be posted for bidding by extraboard operators.

An Extra Board employee on hold-down shall be considered to be a regular employee, shall assume the days off of that assignment and be subject to all items and provisions of this Agreement applying to a regular employee for the duration of the hold-down.

32.02 Hold-down Posting

Each Friday, no later than 5:00 P.M., hold-downs which begin within six and twelve calendar days from that date shall be posted for bidding. The hold-down bid shall remain posted until 10:00 A.M. of the Tuesday following the original posting.

32.03 Hold-down Bidding

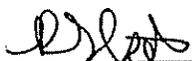
An extraboard employee who bids on a hold-down must be available to work the full assignment posted for bid. Previously signed on Annual Leave of up to twenty-five per cent (25%) of the duration of the hold-down shall not disqualify the employee from being awarded the hold-down. Requests for Annual Leave which if approved would exceed 25% of the hold-down shall be denied. Each hold-down shall be awarded to the most senior Extra Board employee bidding on that hold-down. Hold-downs shall be awarded and assignments posted concurrent with the posting of the daily Extra Board schedule on the Wednesday following the posting of the hold-down bid.

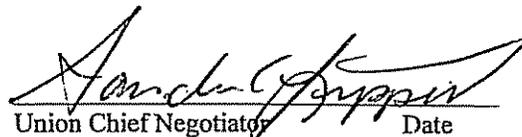
32.04 Duration of Hold-down

Hold-downs may be either of fixed or indefinite duration. Fixed duration hold-downs result from known absences due to vacation or other reasons. Indefinite duration hold-downs result from long term absences due to illness where no specific return to work date is known.

Any employee awarded a hold-down according to the terms of this Article must hold the work assignment until the regular employee returns or until the expiration date of the hold-down. In notifying an employee of the end date of an indefinite hold-down the District shall notify the employee on hold-down in person or by telephone as soon as the District learns the date of return of the regular employee. If the District is unable to contact the affected hold-down employee, she shall be considered to be on the hold-down for the purposes of report time until the time as she is properly notified of its end date. If a work assignment posted for hold-down remains unchosen, it shall be made available to the Extra Board on a daily basis and re-posted for bidding.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.

 5/18/06
METRO Chief Negotiator Date

 5/18/06
Union Chief Negotiator Date

11.a74

**ARTICLE 33 - TENTATIVE AGREEMENT
SPECIAL ASSIGNMENTS**

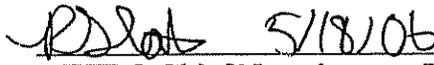
33.01 V.I.P. Specials

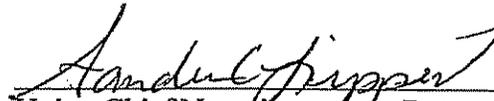
V.I.P. specials are non-revenue vehicles used by the District at the request of Officers or Board members of the District for public relations and employee relations purposes. In the staffing of V.I.P. specials, the District reserves the right to select an employee for these purposes. It is understood that an employee used in this type of service will be protected and paid under the terms of this Agreement.

33.02 Vehicle Pickups and Deliveries

When vehicles are brought from or returned to areas outside normal service area boundaries by District personnel, Van Drivers covered by this Agreement shall operate the vehicles. The District and the Union shall mutually agree on the criteria for the selection of employees used under this Section. The District shall provide compensation to chosen employees, including, but not limited to: meals, board and room if necessary, pay for all hours worked and transportation time, including all hours worked overtime, and compensation for in-flight insurance equal to \$50,000. It is understood that an employee used in this type of service will be protected and paid under the terms of this Agreement.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.

 5/18/06
METRO Chief Negotiator Date

 5/18/06
Union Chief Negotiator Date

11.975

**ARTICLE 34 - TENTATIVE AGREEMENT
EMPLOYEE SAFETY**

34.01 Reimbursement in Event of Robbery, Theft or Unprovoked Attack

The District agrees to replace the following items or reimburse their cost to an employee if it is shown that the items were lost or damaged as a result of a robbery, theft and/or unprovoked attack on the employee while on duty, provided that there is a police report filed within twenty-four hours. For the purposes of this Article, theft shall be defined as the carrying away of the employee's personal property without the permission of the employee.

- A. Replace and/or repair broken glasses; repair, clean or replace clothing damaged, soiled or taken from the employee during the course of a robbery or unprovoked attack.
- B. Replace or reimburse to the employee, not to exceed one hundred dollars (\$100.00), the value of a standard watch.
- C. Reimburse up to one hundred (\$100.00) of personal funds or miscellaneous items carried by the employee at the time of the robbery, theft or unprovoked attack. If the employee recovers her property, she shall return to the District the payment she received for the reimbursement.

34.02 Payment for Time Lost

- A. When an employee suffers acute traumatic physical or mental injury as an immediate result of witnessing or being physically involved in a vehicular collision or assault while in the performance of duties, and the injury results in a loss of time from work, the employee shall be paid up to eight (8) hours per day or her regular assignment, whichever is greater, at her regular rate of pay for time lost up to three (3) days. Total compensation, including payments from Workers' Compensation, if any, shall not exceed the employee's daily pay time rate. Time lost shall be considered scheduled days off and payments shall not be charged against Sick Leave or Annual Leave.
- B. An employee required to wear prescription glasses as a condition of her license to drive, whose prescription glasses are lost or damaged as a result of a robbery or unprovoked attack while working, will be compensated up to a maximum of eight (8) hours pay for the time lost while the glasses are repaired or replaced.

34.03 Payment for Personal Losses Due to Collision

The District agrees to pay for clothing damaged, and up to one hundred dollars (\$100) for personal property damaged or lost, due to vehicular collision while operating District equipment.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.

RSlat 5/18/06
METRO Chief Negotiator Date

Amanda G. Ferguson 5/18/06
Union Chief Negotiator Date

11.a.76

**ARTICLE 39 - TENTATIVE AGREEMENT
LIMITATION ON PART-TIME**

39.01 Limitation on Part-Time

Part-time employees are covered by all Articles of this Agreement except as specifically excluded in this Article. The maximum number of part-time employees in any classification under this provision shall not exceed ten percent (10%) of the number of full-time employees within that classification, during the term of this Agreement.

For the purposes of this Article, the number of full-time employees will be defined as the number of full-time work assignments within a classification at any given time.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.

R. DeLoach 5/18/06
METRO Chief Negotiator Date

Alexander G. Jupp 5/18/06
Union Chief Negotiator Date

11.a77

**ARTICLE 41 - TENTATIVE AGREEMENT
PART-TIME EMPLOYEES BENEFITS**

41.01 Medical Insurance

Each part-time Employee shall be entitled to coverage by a Medical Policy as provided in Article 10.

41.02 Dental and Vision Insurance

Each part-time Employee may choose to be covered by the District's dental insurance policy and vision insurance policy at the expense of the Employee.

41.03 Other Benefits

All other health and welfare benefits shall apply to a part-time Employee in accordance with Article 10.

41.04 Sick Leave and Annual Leave

A part-time Employee may choose Annual Leave time off in order of classification seniority at the time that she selects her work assignments. Annual Leave choices will be effective for the coming semi-annual bid period. No more than two (2) part-time Employees may be off on Annual Leave on the same day.

A full-time Employee transferring to part-time classification will maintain all accrued Sick and Annual Leave hours. If a full-time Employee transfers to the part-time classification, she will have all future dates guaranteed to her on the full-time Annual Leave Calendar expunged.

41.05 Leaves of Absence

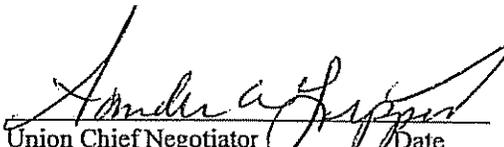
A part-time Employee will not be eligible for any leaves of absence specified in Article 14, except where otherwise required by Federal or State law.

41.06 Holidays

A part-time Employee will receive four (4) hours pay for New Year's Day, Christmas Day and Thanksgiving Day, subject to qualifications specified in Article 12 of this Agreement.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.


METRO Chief Negotiator 5/18/06
Date


Union Chief Negotiator 5/18/06
Date

11.478

**ARTICLE 42
CHANGE OF CLASSIFICATION**

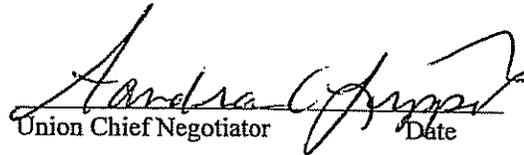
42.01 Change of Classification

A part-time Employee shall have the right of first refusal for openings in the full-time Employee classification and vice versa, based on date of hire. An Employee going from part-time to full-time and vice versa shall not be required to serve an additional probationary period.

An Employee with full-time seniority who is on furlough, awaiting recall due to layoffs, or currently working part-time will be allowed to exercise her full-time seniority whenever positions become available for full-time Employees before Employees with only part-time seniority.

We have reviewed this Tentative Agreement and agree that this is the full and final tentative agreement of the parties regarding this article. Each side understands that any changes or modifications must be approved by both sides in writing.

 5/18/06
METRO Chief Negotiator Date

 5/18/06
Union Chief Negotiator Date

11.a.79