



**AGENDA
BOARD OF DIRECTORS
REGULAR MEETING
JUNE 12, 2015 – 8:30 AM
SANTA CRUZ METRO ADMIN OFFICES
110 VERNON STREET
SANTA CRUZ, CA 95060**

MISSION STATEMENT: “To provide a public transportation service that enhances personal mobility and creates a sustainable transportation option in Santa Cruz County through a cost-effective, reliable, accessible, safe, clean and courteous transit service.”

The Board Meeting Agenda Packet can be found online at www.SCMTD.com and is available for inspection at Santa Cruz Metro’s Administrative offices at 110 Vernon Street, Santa Cruz, California.

This document has been created with accessibility in mind. With the exception of certain 3rd party and hand-written attachments and minutes from the previous meeting, it passes the Adobe Acrobat XI Accessibility Full Check. If you have any questions about the accessibility of this document, please email your inquiry to accessibility@scmtd.com

BOARD ROSTER

Director Ed Bottorff	City of Capitola
Director Dene Bustichi, Chair	City of Scotts Valley
Director Karina Cervantez	City of Watsonville
Director Cynthia Chase	City of Santa Cruz
Director Jimmy Dutra	City of Watsonville
Director Zach Friend	County of Santa Cruz
Director Donald “Norm” Hagen	County of Santa Cruz
Director Don Lane	City of Santa Cruz
Director John Leopold	County of Santa Cruz
Director Bruce McPherson	County of Santa Cruz
Director Mike Rotkin, Vice Chair	County of Santa Cruz
Ex-Officio Director Donna Blitzer	UC Santa Cruz
Alex Clifford	METRO CEO/General Manager
Leslyn K. Syren	METRO District Counsel

TITLE 6 - INTERPRETATION SERVICES / TÍTULO 6 - SERVICIOS DE TRADUCCIÓN

Spanish language interpretation and Spanish language copies of the agenda packet are available on an as-needed basis. Please make advance arrangements with the Executive Assistant at 831-426-6080. Interpretación en español y traducciones en español del paquete de la agenda están disponibles sobre una base como-necesaria. Por favor, hacer arreglos por adelantado con Coordinador de Servicios Administrativos al numero 831-426-6080.

AMERICANS WITH DISABILITIES ACT

The Board of Directors meets in an accessible facility. Any person who requires an accommodation or an auxiliary aid or service to participate in the meeting, or to access the agenda and the agenda packet (including a Spanish language copy of the agenda packet), should contact the Executive Assistant, 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 Santa Cruz METRO regarding special requirements to participate in the Board meeting. For information regarding this agenda or interpretation services, please call Santa Cruz METRO at 831-426-6080.

SECTION I: OPEN SESSION

NOTE: THE BOARD CHAIR MAY TAKE ITEMS OUT OF ORDER

1 CALL TO ORDER

2 ROLL CALL

3 ANNOUNCEMENTS

4 COMMUNICATIONS TO THE BOARD OF DIRECTORS

This time is set aside for Directors and members of the general public to address any item not on the Agenda which is within the subject matter jurisdiction of the Board. No action or discussion shall be taken on any item presented except that any Director may respond to statements made or questions asked, or may ask questions for clarification. All matters of an administrative nature will be referred to staff. All matters relating to Santa Cruz METRO will be noted in the minutes and may be scheduled for discussion at a future meeting or referred to staff for clarification and report. Any Director may place matters brought up under Communications to the Board of Directors on a future agenda. In accordance with District Resolution 69-2-1, speakers appearing at a Board meeting shall be limited to three minutes in his or her presentation. Any person addressing the Board may submit written statements, petitions or other documents to complement his or her presentation. 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.

5 LABOR ORGANIZATION COMMUNICATIONS

6 WRITTEN COMMUNICATION(S) FROM MAC

- May 21, 2015 Request for Periodic Updates from Erich Friedrich

7 ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

CONSENT AGENDA

All items appearing on the Consent Agenda are recommended actions which are considered to be routine and will be acted upon as one motion. All items removed will be considered later in the agenda. The Board Chair will allow public input prior to the approval of the Consent Agenda items.

8-01 CONSIDERATION OF ADOPTION OF THE FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH THE CHIEF EXECUTIVE OFFICER/GENERAL MANAGER

Chair Dene Bustichi

8-02 ACCEPT AND FILE MINUTES OF THE SANTA CRUZ METRO BOARD OF DIRECTORS MEETING OF MAY 22, 2015

Alex Clifford, CEO/General Manager

8-03 CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A CONTRACT EXTENSION WITH DAY WIRELESS SYSTEMS FOR LAND MOBILE RADIO NETWORK UPGRADE THROUGH FEBRUARY 3, 2016

Ciro Aguirre, COO

8-04 CONSIDERATION OF AWARD OF CONTRACT TO WINCHESTER PACIFIC BATTERIES U.S.A., INC. FOR PURCHASE, DELIVERY AND SERVICING OF HEAVY-DUTY COACH BATTERIES NOT TO EXCEED \$60,000

Al Pierce, Maintenance Manager

8-05 CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A TWO-YEAR CONTRACT EXTENSION WITH VISION SERVICE PLAN FOR EMPLOYEE VISION CARE SERVICES, INCREASING THE CONTRACT TOTAL BY \$290,000

Robyn D. Slater, HR Manager

8-06 CONSIDERATION OF AWARD OF CONTRACT TO DON CHAPIN COMPANY, INC. FOR CONSTRUCTION AND COMPLETION OF GREEN VALLEY ROAD BUS STOP IMPROVEMENTS NOT TO EXCEED \$92,285

Erich Friedrich, Sr. Transportation Planner

8-07 CONSIDERATION OF A REQUEST TO PROVIDE BUS SERVICE TO THE SANTA CRUZ FOLLIES ON SEPTEMBER 18, 2015

Anna Marie Gouveia, Fixed Route Superintendent

8-08 RENEWAL OF LIABILITY AND VEHICLE PHYSICAL DAMAGE INSURANCE PROGRAM COVERAGE WITH CALTIP FOR FY16

Angela Aitken, Finance Manager

8-09 RECEIVE AND FILE THIS ANALYSIS FOR FIXED ROUTE FLEET EARLY RELOCATION TO THE NEW JUDY K. SOUZA OPERATIONS FACILITY

Ciro Aguirre, COO

REGULAR AGENDA

- 9 **CONSIDERATION OF APPOINTMENT OF MICHAEL PISANO TO THE METRO ADVISORY COMMITTEE (MAC) FOR A TERM OF OFFICE ENDING JUNE 12, 2017**
Director Don Lane
- 10 **REVIEW AND COMMENT ON THE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION'S DRAFT PASSENGER RAIL FEASIBILITY STUDY**
Erich Friedrich, Sr. Transportation Planner
- 11 **ADOPTION OF TITLE VII TO THE SANTA CRUZ METRO ADMINISTRATIVE CODE ADDING PROCEDURES FOR REASONABLE MODIFICATIONS/ ACCOMMODATIONS IN METRO'S ADA POLICY AND COMPLAINT PROCEDURES**
April Warnock, Paratransit Superintendent
- 12 **CONSIDERATION OF APPROVAL OF A RESOLUTION REGARDING SANTA CRUZ METRO'S SUPPORT OF AND PARTICIPATION IN THE AMERICAN PUBLIC TRANSPORTATION ASSOCIATION'S TENTH ANNUAL "DUMP THE PUMP DAY" ON JUNE 18, 2015 AND RELATED PROMOTIONAL ACTIVITIES**
Maria Granados Boyce, Customer Service Supervisor
- 13 **CONSIDERATION OF RESOLUTION TO ADOPT SANTA CRUZ METROPOLITAN TRANSIT DISTRICT'S EQUAL EMPLOYMENT OPPORTUNITY PLAN, EFFECTIVE JANUARY 1, 2015 THROUGH DECEMBER 31, 2017**
Robyn D. Slater, Human Resources Manager
- 14 **CEO TO GIVE ORAL REPORT**
Alex Clifford, CEO/General Manager
- 15 **REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION**
Leslyn Syren, District Counsel
- 16 **ANNOUNCEMENT OF NEXT MEETING: FRIDAY, JUNE 26, 2015 AT 9:00 AM, SANTA CRUZ CITY COUNCIL CHAMBERS, 809 CENTER STREET, SANTA CRUZ, CA**
Chair Dene Bustichi
- 17 **ADJOURNMENT**
Chair Dene Bustichi

Pursuant to Section 54954.2(a)(1) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day. The agenda packet and materials related to an item on this Agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the Santa Cruz METRO Administrative Office (110 Vernon Street, Santa Cruz) during normal business hours. Such documents are also available on the Santa Cruz METRO website at www.scmtd.com subject to staff's ability to post the document before the meeting.

WRITTEN COMMUNICATION(S) FROM MAC

To: Alex Clifford, CEO
Santa Cruz Metro

From: Metro Advisory Committee

Date: May 21, 2015

RE: request for periodic updates from Erich Friedrich

On behalf of the Metro Advisory Committee, I am writing to request periodic updates from Erich Friedrich on items introduced in the short-range transit plan. The committee is especially interested in items such as route changes, bus stop removal, and strategies to improve on-time performance.

The committee felt that it would be sufficient to receive an update quarterly or when changes were actually being considered. Our interest is in being kept up to date with how the transit system is functioning in order to feel comfortable as informed riders as well as to assist members of the public who may have concerns about their current travel routines.

Thank you for considering our request. Perhaps Erich's appearances can be arranged as part of the regular monthly agenda planning conversations.

We look forward to hearing from you and being able to help Metro to best meet the needs of all transit users.

Veronica Elsea, Chair
Metro Advisory Committee

- THIS PAGE INTENTIONALLY LEFT BLANK -



DATE: June 12, 2015
TO: Board of Directors
FROM: Dene Bustichi, Chairman of the Board of Directors
SUBJECT: CONSIDERATION OF ADOPTION OF THE FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH THE CHIEF EXECUTIVE OFFICER/GENERAL MANAGER

I. RECOMMENDED ACTION

That the Board of Directors authorize the Board Chairman to sign the First Amendment to the Employment Agreement with the Santa Cruz Metropolitan Transit District Chief Executive Officer/General Manager as follows: Effective May 7, 2015, (1) As required in the CEO's employment Agreement, adjust his salary to step three (3) of the wage scale, as noted in Attachment B of this report, AND (2) Increase his annual leave accruals from twenty (20) days/year to twenty-three (23) days/year, the maximum accrual as reflected in the Management Compensation Plan

II. SUMMARY

- On May 22, 2015 the Board of Directors conducted the annual performance review of the Chief Executive Officer/General Manager (CEO).
- Based on those discussions, the Board Chairman is recommending a salary increase and an increase in annual leave accruals for the CEO.
- Government Code section 3511.2 requires that any salary increases for Executives be authorized in open session.
- The CEO's Employment Agreement requires that upon satisfactory performance, he shall advance to the next step in the range on his Anniversary Date.
- Based on the Board's review of excellent performance, this action will authorize the Board Chairman to execute an amendment to the Employment Agreement with Alexander D. Clifford, CEO/General Manager, effective May 7, 2015, to increase his salary to Step 3 of the salary grade for this position (Attachment B) and to increase his annual leave accruals to 23 days/year, the maximum accrual as reflected in the Management Compensation Plan.

III. DISCUSSION/BACKGROUND

On March 13, 2015 and May 22, 2015, the Board of Directors discussed the performance of the CEO. The discussions occurred in closed session. Based on the discussions, it was determined the CEO's performance in his first year on the

job to be exceptional, exceeding the minimum “satisfactory performance” requirement for advancing to the next step in the salary range, as reflected in the CEO Employment Agreement, Section 4 - Compensation. The CEO’s Employment Agreement requires that upon satisfactory performance, he shall advance to the next step in the range on his Anniversary Date. Therefore, the Board Chairman is recommending that effective May 7, 2015, the CEO’s Anniversary Date, a salary increase for the CEO to Step 3, as reflected in Attachment B (salary schedule effective 06/19/2014), and, that the CEO’s annual leave accrual be increased from 20 days/year to 23 days/year, the maximum accrual as reflected in the Management Compensation Plan.

In order for the increase to be effective, the Board must approve the Contract Amendment in open session. Government Code section 3511.2 prohibits contracts between local agencies and their executives that include automatic salary increases, which exceed the cost-of-living adjustments. As a result, any salary increases related to the CEO’s employment must be specifically approved by the Board of Directors as part of a regular meeting in open session.

This action will authorize the Board Chairman to enter into an Amendment to the Employment Agreement with the CEO, to authorize the compensation step increase and additional annual leave accruals to become effective May 7, 2015, the CEO’s Anniversary Date.

IV. FINANCIAL CONSIDERATIONS/IMPACT

The funding for this action in the amount of \$9,231/year will be partially offset by FY15 favorable Operating budget variance for the remainder of FY15 and will be budgeted in FY16, as well as the additional fringe costs, estimated to be \$3,100.

V. ALTERNATIVES CONSIDERED

- Do not approve the salary increase and the additional annual leave days. This action is not recommended as the Employment Agreement with the CEO requires an annual step adjustment upon satisfactory performance.

VI. ATTACHMENTS

Attachment A: First Amendment to CEO/General Manager’s Employment Agreement

Attachment B: Management Compensation Plan effective 6/19/2014 and 6/18/2015

VII. APPROVALS:

Dene Bustichi,
Chairman of the Board of Directors



- THIS PAGE INTENTIONALLY LEFT BLANK -

Attachment A

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This First Amendment to an employment agreement made and entered into on June 12, 2015, by and between the Santa Cruz Metropolitan Transit District (hereinafter referred to as "SC METRO") and Alexander D. Clifford (hereinafter referred to as "Employee").

I. RECITALS

- 1.1 SC METRO and Employee entered into an Employment Agreement (Agreement) on March 28, 2014 for a five year term.
- 1.2 The Agreement allows for amendment upon mutual written consent.
- 1.3 SC METRO and Employee desire to amend the Agreement to increase the Compensation of Employee.

Therefore, SC METRO and Employee amend the Agreement as follows:

II. COMPENSATION

- 2.1 SECTION 4 – COMPENSATION of the Agreement is amended as follows:

"Commencing May 7, 2015 (Anniversary Date), Employee shall be paid at Step 3 of the salary range established for the position of CEO/General Manager."

III. VACATION.

- 3.1 SECTION 5 – VACATION of the Agreement is amended as follows:

"Commencing May 7, 2015, Employee shall accrue an additional 3 days of vacation leave per year for a total of 23 vacation days per year."

IV. REMAINING TERMS AND CONDITIONS

- 4.01 All other provisions of the Agreement that are not affected by this Amendment shall remain unchanged and in full force and effect for the remainder of the term of the Agreement.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment to the Agreement. Dated this ___ day of June, 2015, at Santa Cruz, California.

Employee:

Santa Cruz Metropolitan Transit District

Alexander D. Clifford

Dene Bustichi
Chair, Board of Directors

Approved as to Form:



Leslyn K. Syren, District Counsel

- THIS PAGE INTENTIONALLY LEFT BLANK -

Attachment B

Effective 06/19/2014
 Corrected - 06/17/13
 Updated - 03/28/14
 Updated - 08/22/14
 Updated - 12/12/14
 Updated - 2/13/15

MANAGEMENT HOURLY RATES SCHEDULE

REVISED

<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
CEO/General Manager****	84.54	88.76	93.20	97.86	102.75	107.90
District Counsel	65.08	68.33	71.75	75.34	79.10	83.07
Chief Operations Officer *****	56.33	59.15	62.11	65.22	68.48	71.91
Operations Manager	51.21	53.77	56.47	59.29	62.26	65.37
Maintenance Manager	51.21	53.77	56.47	59.29	62.26	65.37
Finance Manager	51.21	53.77	56.47	59.29	62.26	65.37
Planning and Development Manager +++++	51.21	53.77	56.47	59.29	62.26	65.37
Human Resources Manager	46.13	48.43	50.86	53.41	56.07	58.87
Information Technology Manager	46.13	48.43	50.86	53.41	56.07	58.87
Marketing, Communications and Customer Service Manager +	46.13	48.43	50.86	53.41	56.07	58.87
Purchasing Manager**	46.13	48.43	50.86	53.41	56.07	58.87
Senior Database Administrator	41.24	43.31	45.47	47.75	50.12	52.63
Asst. Manager of Information Technology *	41.24	43.31	45.47	47.75	50.12	52.63
Assistant Finance Manager	38.54	40.46	42.48	44.60	46.84	49.18
Assistant HR Manager	38.54	40.46	42.48	44.60	46.84	49.18
Fixed Route Superintendent	38.54	40.46	42.48	44.60	46.84	49.18
Paratransit Superintendent	38.54	40.46	42.48	44.60	46.84	49.18
Project Manager	38.54	40.46	42.48	44.60	46.84	49.18
Facilities Maintenance Manager	37.45	39.33	41.29	43.35	45.53	47.80
Database Administrator	35.62	37.41	39.28	41.24	43.31	45.47
Safety, Security and Risk Manager ***+++	35.62	37.41	39.28	41.24	43.31	45.47
Assistant Superintendent ++	32.20	33.81	35.50	37.28	39.14	41.10
Executive Assistant *****	30.17	31.68	33.26	34.92	36.68	38.52

* Asst Manager of Information Technology position added as per Board Action March 11, 2011

** Purchasing Manager position added as per Board Action June 28, 2013

*** Security and Risk Administrator position added per Board Action September 13, 2013

**** CEO/General Manager title / salary change per Board Action March 28, 2014

***** Added Executive Assistant per BOD Action Aug 22, 2014

***** Changed Assistant General Manager to Chief Operations Officer per BOD action Dec 12, 2014

+ Replaced Planning and Marketing Manager with **Marketing, Communications and Customer Service Manager** per BOD action Feb 13, 2015

++ Changed position title from Assistant Paratransit Superintendent to **Assistant Superintendent** per BOD action Feb 13, 2015

+++ Replaced Security and Risk Administrator with **Safety, Security and Risk Manager** per BOD action Feb 13, 2015

++++ Add **Planning and Development Manager** per BOD action Feb 13, 2015

8-01B.1

Attachment B

Effective 06/19/2014
 Corrected - 06/17/13
 Updated - 03/28/14
 Updated - 08/22/14
 Updated - 12/12/14
 Updated - 2/13/15

MANAGEMENT MONTHLY RATES SCHEDULE

REVISED

<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
CEO/General Manager****	14,654	15,385	16,155	16,962	17,810	18,703
District Counsel	11,281	11,844	12,437	13,059	13,711	14,399
Chief Operations Officer *****	9,764	10,253	10,766	11,305	11,870	12,464
Operations Manager	8,876	9,320	9,788	10,277	10,792	11,331
Maintenance Manager	8,876	9,320	9,788	10,277	10,792	11,331
Finance Manager	8,876	9,320	9,788	10,277	10,792	11,331
Planning and Development Manager ++++	8,876	9,320	9,788	10,277	10,792	11,331
Human Resources Manager	7,996	8,395	8,816	9,258	9,719	10,204
Information Technology Manager	7,996	8,395	8,816	9,258	9,719	10,204
Marketing, Communications and Customer Service Manager +	7,996	8,395	8,816	9,258	9,719	10,204
Purchasing Manager**	7,996	8,395	8,816	9,258	9,719	10,204
Senior Database Administrator	7,148	7,507	7,881	8,277	8,687	9,123
Asst. Manager of Information Technology *	7,148	7,507	7,881	8,277	8,687	9,123
Assistant Finance Manager	6,680	7,013	7,363	7,731	8,119	8,525
Assistant HR Manager	6,680	7,013	7,363	7,731	8,119	8,525
Fixed Route Superintendent	6,680	7,013	7,363	7,731	8,119	8,525
Paratransit Superintendent	6,680	7,013	7,363	7,731	8,119	8,525
Project Manager	6,680	7,013	7,363	7,731	8,119	8,525
Facilities Maintenance Manager	6,491	6,817	7,157	7,514	7,892	8,285
Database Administrator	6,174	6,484	6,809	7,148	7,507	7,881
Safety, Security and Risk Manager ***+++	6,174	6,484	6,809	7,148	7,507	7,881
Assistant Superintendent ++	5,581	5,860	6,153	6,462	6,784	7,124
Executive Assistant *****	5,229	5,491	5,765	6,053	6,358	6,677

 * Asst Manager of Information Technology position added as per Board Action March 11, 2011
 ** Purchasing Manager position added as per Board Action June 28, 2013
 *** Security and Risk Administrator position added per Board Action September 13, 2013
 **** CEO/General Manager title / salary change per Board Action March 28, 2014
 ***** Added Executive Assistant per BOD Action Aug 22, 2014
 ***** Changed Assistant General Manager to Chief Operations Officer per BOD action Dec 12, 2014
 + Replaced Planning and Marketing Manager with **Marketing, Communications and Customer Service Manager** per BOD action Feb 13, 2015
 ++ Changed position title from Assistant Paratransit Superintendent to **Assistant Superintendent** per BOD action Feb 13, 2015
 +++ Replaced Security and Risk Administrator with **Safety, Security and Risk Manager** per BOD action Feb 13, 2015
 ++++ Add **Planning and Development Manager** per BOD action Feb 13, 2015

Attachment B

Effective 06/18/15
 Updated - 06/17/14
 Updated - 08/22/14
 Updated - 12/12/14
 Updated - 02/13/15
 Updated - 2/13/15

MANAGEMENT HOURLY RATES SCHEDULE

REVISED

<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
CEO/General Manager****	86.23	90.54	95.06	99.82	104.81	110.06
District Counsel	66.38	69.70	73.19	76.85	80.68	84.73
Chief Operations Officer *****	57.46	60.33	63.35	66.52	69.85	73.35
Operations Manager	52.23	54.85	57.60	60.48	63.51	66.68
Maintenance Manager	52.23	54.85	57.60	60.48	63.51	66.68
Finance Manager	52.23	54.85	57.60	60.48	63.51	66.68
Planning and Development Manager +++++	52.23	54.85	57.60	60.48	63.51	66.68
Human Resources Manager	47.05	49.40	51.88	54.48	57.19	60.05
Information Technology Manager	47.05	49.40	51.88	54.48	57.19	60.05
Marketing, Communications and Customer Service Manager +	47.05	49.40	51.88	54.48	57.19	60.05
Purchasing Manager**	47.05	49.40	51.88	54.48	57.19	60.05
Senior Database Administrator	42.06	44.18	46.38	48.71	51.12	53.68
Asst. Manager of Information Technology *	42.06	44.18	46.38	48.71	51.12	53.68
Assistant Finance Manager	39.31	41.27	43.33	45.49	47.78	50.16
Assistant HR Manager	39.31	41.27	43.33	45.49	47.78	50.16
Fixed Route Superintendent	39.31	41.27	43.33	45.49	47.78	50.16
Paratransit Superintendent	39.31	41.27	43.33	45.49	47.78	50.16
Project Manager	39.31	41.27	43.33	45.49	47.78	50.16
Facilities Maintenance Manager	38.20	40.12	42.12	44.22	46.44	48.76
Database Administrator	36.33	38.16	40.07	42.06	44.18	46.38
Safety, Security and Risk Manager ***+++	36.33	38.16	40.07	42.06	44.18	46.38
Assistant Superintendent ++	32.84	34.49	36.21	38.03	39.92	41.92
Executive Assistant *****	30.77	32.31	33.93	35.62	37.41	39.29

 * Asst Manager of Information Technology position added as per Board Action March 11, 2011

** Purchasing Manager position added as per Board Action June 28, 2013

*** Security and Risk Administrator position added per Board Action September 13, 2013

**** CEO/General Manager title / salary change per Board Action March 28, 2014

***** Added Executive Assistant per BOD Action Aug 22, 2014

***** Changed Assistant General Manager to Chief Operations Officer per BOD action Dec 12, 2014

+ Replaced Planning and Marketing Manager with **Marketing, Communications and Customer Service Manager** per BOD action Feb 13, 2015

++ Changed position title from Assistant Paratransit Superintendent to **Assistant Superintendent** per BOD action Feb 13, 2015

+++ Replaced Security and Risk Administrator with **Safety, Security and Risk Manager** per BOD action Feb 13, 2015

++++ Add **Planning and Development Manager** per BOD action Feb 13, 2015

Attachment B

MANAGEMENT MONTHLY SALARY SCHEDULE

REVISED

Effective 06/18/15

Updated - 06/17/14

Updated - 08/22/14

Updated - 12/12/14

Updated - 02/13/15

Updated - 2/13/15

<u>Title</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
CEO/General Manager****	14,947	15,694	16,477	17,302	18,167	19,077
District Counsel	11,506	12,081	12,686	13,321	13,985	14,687
Chief Operations Officer *****	9,960	10,457	10,981	11,530	12,107	12,714
Operations Manager	9,053	9,507	9,984	10,483	11,008	11,558
Maintenance Manager	9,053	9,507	9,984	10,483	11,008	11,558
Finance Manager	9,053	9,507	9,984	10,483	11,008	11,558
Planning and Development Manager +++++	9,053	9,507	9,984	10,483	11,008	11,558
Human Resources Manager	8,155	8,563	8,993	9,443	9,913	10,409
Information Technology Manager	8,155	8,563	8,993	9,443	9,913	10,409
Marketing, Communications and Customer Service Manager +	8,155	8,563	8,993	9,443	9,913	10,409
Purchasing Manager**	8,155	8,563	8,993	9,443	9,913	10,409
Senior Database Administrator	7,290	7,658	8,039	8,443	8,861	9,305
Asst. Manager of Information Technology *	7,290	7,658	8,039	8,443	8,861	9,305
Assistant Finance Manager	6,814	7,153	7,511	7,885	8,282	8,694
Assistant HR Manager	6,814	7,153	7,511	7,885	8,282	8,694
Fixed Route Superintendent	6,814	7,153	7,511	7,885	8,282	8,694
Paratransit Superintendent	6,814	7,153	7,511	7,885	8,282	8,694
Project Manager	6,814	7,153	7,511	7,885	8,282	8,694
Facilities Maintenance Manager	6,621	6,954	7,301	7,665	8,050	8,452
Database Administrator	6,297	6,614	6,945	7,290	7,658	8,039
Safety, Security and Risk Manager ***+++	6,297	6,614	6,945	7,290	7,658	8,039
Assistant Superintendent ++	5,692	5,978	6,276	6,592	6,919	7,266
Executive Assistant *****	5,333	5,600	5,881	6,174	6,484	6,810

* Asst Manager of Information Technology position added as per Board Action March 11, 2011

** Purchasing Manager position added as per Board Action June 28, 2013

*** Security and Risk Administrator position added per Board Action September 13, 2013

**** CEO/General Manager title / salary change per Board Action March 28, 2014

***** Added Executive Assistant per BOD Action Aug 22, 2014

***** Changed Assistant General Manager to Chief Operations Officer per BOD action Dec 12, 2014

+ Replaced Planning and Marketing Manager with **Marketing, Communications and Customer Service Manager** per BOD action Feb 13, 2015

++ Changed position title from Assistant Paratransit Superintendent to **Assistant Superintendent** per BOD action Feb 13, 2015

+++ Replaced Security and Risk Administrator with **Safety, Security and Risk Manager** per BOD action Feb 13, 2015

++++ Add **Planning and Development Manager** per BOD action Feb 13, 2015

8-01B.4



DATE: May 22, 2015
TO: Board of Directors
FROM: Alex Clifford, CEO
SUBJECT: ACCEPT AND FILE MINUTES OF THE SANTA CRUZ METRO BOARD OF DIRECTORS MEETING OF MAY 22, 2015

I. RECOMMENDED ACTION

That the Board of Directors Accept and File the Minutes for the Santa Cruz Metropolitan Transit District (METRO) Board of Directors Meeting of May 22, 2015

II. SUMMARY

- Staff is providing minutes from the Santa Cruz Metropolitan Transit District (METRO) Board of Directors Meeting of May 22, 2015.
- Each meeting, staff will provide minutes from the previous METRO Board of Directors meeting

III. DISCUSSION/BACKGROUND

The Board requested that staff include, in the Board Packet, minutes for previous METRO Board of Directors meetings. Staff is enclosing the minutes from these meetings as a mechanism of complying with this request.

IV. FINANCIAL CONSIDERATIONS/IMPACT

None.

V. ALTERNATIVES CONSIDERED

None.

VI. ATTACHMENTS

Attachment A: Draft minutes for the Board of Directors Meeting of May 22, 2015

Prepared by: Gina Pye, Executive Assistant

VII. APPROVALS:

Alex Clifford, CEO/General Manager



Attachment A



**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
BOARD OF DIRECTORS MEETING MINUTES
REGULAR MEETING
MAY 22, 2015 – 8:00 AM
CAPITOLA CITY COUNCIL CHAMBERS
420 CAPITOLA AVENUE
CAPITOLA, CA 95010**

A regular meeting of the Board of Directors of the Santa Cruz Metropolitan Transit District (METRO) was convened on Friday, May 22, 2015, at Capitola's City Chambers, 420 Capitola Avenue, Capitola, California.

The Board Meeting Agenda Packet can be found online at www.SCMTD.com and is available for inspection at Santa Cruz METRO's Administrative offices at 110 Vernon Street, Santa Cruz, California.

This document has been created with accessibility in mind. This document passes the Adobe Acrobat XI Accessibility Full Check. If you have any questions about the accessibility of this document, please email your inquiry to accessibility@scmttd.com

SECTION I: OPEN SESSION

1 CALL TO ORDER at 8:02A by Chair Bustichi

2 ROLL CALL: The following Directors were **present:**

Director Ed Bottorff	City of Capitola	
Director Dene Bustichi, Chair	City of Scotts Valley	
Director Karina Cervantez	City of Watsonville	<i>Arrived at 8:05A</i>
Director Cynthia Chase	City of Santa Cruz	
Director Jimmy Dutra	City of Watsonville	<i>Arrived at 8:20A</i>
Director Zach Friend	County of Santa Cruz	
Director Don Lane	City of Santa Cruz	
Director John Leopold	County of Santa Cruz	
Director Bruce McPherson	County of Santa Cruz	<i>Arrived at 8:05A</i>
Director Mike Rotkin, Vice Chair	County of Santa Cruz	
Ex-Officio Director Donna Blitzer	UC Santa Cruz	<i>Arrived at 9:05A</i>

The following Directors were absent:
None.

STAFF PRESENT:

Alex Clifford, CEO
Leslyn Syren, General Counsel

DRAFT

8-02A.1

Attachment A

Board of Directors Meeting Minutes
May 22, 2015
Page 2 of 9

METRO EMPLOYEES AND MEMBERS OF THE PUBLIC WHO VOLUNTARILY INDICATED THEY WERE PRESENT (IN ALPHABETICAL ORDER) WERE:

Heather Abramson, AMBAG	Brad Neily, Transitional Disability
Angela Aitken, METRO	Community
Rebecca Daniel, METRO Retiree	Kristina Mihaylova, METRO
Felipa de Leon, COD	Ernestina Saldana, COD
Carolyn Derwing, METRO	Robyn Slater, METRO
Debbie Kinslow, METRO	Daniel Zaragoza, METRO

3 REVIEW OF ITEMS TO BE DISCUSSED IN CLOSED SESSION

Chair Bustichi opened the floor to public comment regarding the closed session.

Eduardo Montesano, UTU representative, read a letter aloud and provided copies for all Board members and the Clerk.

Directors Cervantez and McPherson arrived at 8:05A.

4 ADJOURN TO CLOSED SESSION (SECTION II: PUBLIC EMPLOYEE PERFORMANCE EVALUATION TITLE: CEO/GENERAL MANAGER)

Chair Bustichi adjourned to Closed Session at 8:08A.

Director Dutra arrived and joined the closed session at 8:20A

Ex-Officio Director Blitzer arrived at 9:05A.

Chair Bustichi reconvened the Open Session at 9:26A.

5 General Counsel Syren swore in NEW DIRECTOR, DONALD "NORM" HAGEN

General Counsel Syren swore in new Director, Donald "Norm" Hagen. Director Hagen thanked the men and women who supported his appointment. He stated he is happy to be back on the Board.

6 ANNOUNCEMENTS BY CHAIR BUSTICHI

6-1. Chair Bustichi introduced Carlos Landaverry who would be providing Spanish language interpretation during the meeting. Mr. Landaverry then announced his services in Spanish.

6-2. Today's meeting is being broadcast by Community Television of Santa Cruz County, channel 26. Today's technician is Mairin Cooley.

6-3. Item 17 on the Regular Agenda, Consideration to Authorize and Fund the Addition of a Custodial Worker I Position in the FY16 Budget, will be discussed in advance of Item 16, Consideration of Santa Cruz METRO's Draft Final FY16 and FY17 Operating Budgets, Draft Final FY16 Capital Budget and a Resolution Setting a Public Hearing on June 26, 2015.

7 COMMUNICATIONS TO THE BOARD OF DIRECTORS

Chair Bustichi opened the floor to public comment.

DRAFT

8-02A.2

Attachment A

Rachel Moriconi, SCCRTC Representative, provided each Board Member with copies of a flyer and Fact Sheet regarding the Passenger Rail Study. She encouraged everyone to attend the June 4th meeting in Watsonville's City Council Chambers at 10:00A and the public workshop at Simpkins Swim Center at 5:00P. Additional copies of her materials were available at the rear of the Chambers.

Ernestina Saldana, Commission on Disabilities, shared her ParaCruz experience with the assembly and asked the Board and METRO Administration to examine the policy in terms of pick up windows, ride combinations, etc.

Hearing no further comments, Chair Bustichi moved to next agenda item.

8 LABOR ORGANIZATION COMMUNICATIONS

Chair Bustichi opened the floor to public comment.

Eduardo Montesino, UTU Representative, provided an update regarding radio coverage. Overall there is good news; the radios are working with spotty coverage remaining in small areas.

Will Regan SEIU 521 Representative, Manny Martinez, VTU Representative and Carolyn Derwing, SEA President, welcomed Director Hagen to the Board.

Hearing no further comments, Chair Bustichi moved to next agenda item.

9 WRITTEN COMMUNICATIONS FROM MAC

None

10 ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS

Chair Bustichi announced that letters from Dr. Pat Cavataio and Pat Miller were distributed to the board members with copies available for the public at the back of the chambers.

CONSENT AGENDA

11-01 ACCEPT AND FILE PRELIMINARY APPROVED CHECK JOURNAL DETAIL FOR THE MONTH OF MARCH 2015

11-02 ACCEPT AND FILE MINUTES OF THE SANTA CRUZ METRO BOARD OF DIRECTORS MEETING OF MAY 8, 2015

11-03 ACCEPT AND FILE MINUTES FOR THE METRO ADVISORY COMMITTEE (MAC) APRIL 1, 2015

11-04 ACCEPT AND FILE THE METRO PARACRUZ OPERATIONS STATUS REPORTS FOR FEBRUARY AND MARCH 2015

11-05 ACCEPT AND FILE SANTA CRUZ METRO SYSTEM RIDERSHIP REPORTS FOR THE MONTH OF MARCH 2015

11-06 ACCEPT AND FILE STATUS REPORT OF ACTIVE GRANTS AND SUBMITTED GRANT PROPOSALS FOR MAY 2015

DRAFT

8-02A.3

Attachment A

Board of Directors Meeting Minutes
May 22, 2015
Page 4 of 9

- 11-07 ACCEPT AND FILE SANTA CRUZ COUNTY REGIONAL TRANSPORTATION COMMISSION (SCCRTC) MEETING MINUTES REFLECTING VOTING RESULTS FROM SANTA CRUZ METRO APPOINTEES**
- 11-08 CONSIDERATION OF ISSUING A FORMAL INVITATION FOR BIDS FOR THE PURCHASE AND INSTALLATION OF EMERGENCY BACKUP GENERATORS**
- 11-09 CONSIDERATION OF ISSUING A FORMAL REQUEST FOR PROPOSALS FOR LIFE AND ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**
- 11-10 CONSIDERATION OF ISSUING A FORMAL REQUEST FOR PROPOSALS FOR LONG TERM DISABILITY INSURANCE**
- 11-11 CONSIDERATION OF ISSUING A FORMAL REQUEST FOR PROPOSALS FOR EMPLOYEE DENTAL INSURANCE**
- 11-12 CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A 1-YEAR CONTRACT EXTENSION WITH GROUP 4 ARCHITECTURE, RESEARCH + PLANNING, INC. FOR CONCEPTUAL DESIGN OF THE PACIFIC STATION TRANSIT CENTER**
- 11-13 ADOPTION OF CHAPTER 4 TO TITLE I OF THE SANTA CRUZ METRO ADMINISTRATIVE CODE POLICY FOR LOST AND FOUND ITEMS**

**ACTION: MOTION TO ACCEPT THE CONSENT AGENDA AS PRESENTED.
MOTION: DIRECTOR ROTKIN SECONDED: DIRECTOR LEOPOLD
MOTION PASSED WITH 11 AYES (Directors Bottorff, Bustichi, Cervantez, Chase, Dutra, Friend, Hagen, Lane, Leopold, McPherson and Rotkin)**

REGULAR AGENDA

- 12 PRESENTATION OF EMPLOYEE LONGEVITY AWARDS FOR CHRISTOPHER LANAGAN, RYAN MacDONELL, ERLYN OSORIO, MARIA VICTORIA SANCHEZ, MARIO TORRES SERRANO, AND JOHN FUENTEZ**
CEO Clifford asked Erron Alvey, Ciro Aguirre, April Warnock and Maria Granados Boyce to come forward to introduce their respective employee(s) and provide a brief background of their history. The employees expressed their thanks to the Board and METRO management over the years.

CEO Clifford recognized Erlyn Osorio and John Fuentez in their absence.

Chair Bustichi echoed the sentiments expressed and thanked the employees for their years of service.
- 13 RESOLUTION OF APPRECIATION FOR ADELA BATES, REBECCA DANIEL, SERENA TOVAR, AND ELIZABETH WOODBRIDGE-SISSON**
CEO Clifford recognized Adela Bates, Serena Tovar and Elizabeth Woodbridge-Sisson who were unable to be present.

DRAFT

8-02A.4

Attachment A

He invited General Counsel Syren and Rebecca Daniel to the podium. General Counsel Syren thanked Rebecca for her contributions over the years. Rebecca, in turn, thanked the Board for the privilege and honor.

Chair Bustichi opened the floor to public comment.

John Daugherty reminisced about working with Vickie Sanchez 15 years ago in Customer Service and praised her work ethic.

ACTION: MOTION TO ACCEPT THE ADOPTION OF THE RESOLUTIONS OF APPRECIATION FOR ADELA BATES, REBECCA DANIEL, SERENA TOVAR, AND ELIZABETH WOODBRIDGE-SISSON AS PRESENTED.

**MOTION: DIRECTOR LEOPOLD SECONDED: DIRECTOR McPHERSON
MOTION PASSED WITH 11 AYES (Directors Bottorff, Bustichi, Cervantez, Chase, Dutra, Friend, Hagen, Lane, Leopold, McPherson and Rotkin)**

14 YEAR TO DATE MONTHLY FINANCIAL REPORT AS OF MARCH 31, 2015

Angela Aitken, Finance Manager, added narrative to the presentation; e.g., the open positions are “rolling” positions, not necessarily the same open positions as the previous month. Director Rotkin noted that passenger fares are down due to overestimation of riders. Angela explained how/why this happened.

In response to Director Leopold’s question, Finance Manager Aitken noted that the fuel tax credit is budgeted for FY16 and will be used against reserves.

Director Rotkin asked where we are in the Metrobase project. CEO Clifford responded that the contractor believes we can finish the project towards the end of August. The METRO team is doing what it can to assist reaching this goal.

**15 CONSIDERATION OF A FARE STRUCTURE FOR PREMIUM FARES AND
CONSIDERATION OF PROVIDING LIMITED PARATRANSIT SERVICE TO
LOMPICO AND SOUTH FELTON DURING NON-SCHOOL TIMES WHEN FIXED
ROUTE SERVICE DOES NOT RUN**

CEO Clifford began this item by reminding the Assembly that this agenda item was carried over from the April 10, 2015 public hearing.

April Warnock, Paratransit Superintendent, provided an overview of presentation. Erich Friedrich, Sr. Transportation Planner, elaborated on the maps.

The Directors and staff discussed the regional ridership and approaches taken. The Board was appreciative of staff’s efforts spent to clarify the service areas and any impact to our passengers.

Directors Leopold and Rotkin asked that staff re-examine the Paratransit pick-up policy and report back to the Board. Ms. Warnock responded that the process and procedure are being reviewed to provide additional flexibility.

Chair Bustichi opened the floor to public comment.

DRAFT

8-02A.5

Attachment A

Carol Childers, Meals on Wheels and Seniors Commission representative, urged approval of the proposals and thanked staff for their efforts.

Ernestina Saldana elaborated on her earlier testimony regarding pick-up / ready windows. She understands the impact of the proposed changes and thanked staff for their work.

Eduardo Montesino cautioned future service cuts and requested that those proposals be presented in the map format when available.

Becky Taylor asked if there would be drop-offs outside the service area. Chair Bustichi responded that drop-offs would not be allowed outside the outlined radius. Ms. Taylor said she could change some things around.

Director Rotkin pointed out that many of these cuts had been proposed years ago but not incorporated. There may well be larger cuts in the fixed route service in the future.

ACTION: MOTION TO ACCEPT THE FARE STRUCTURE FOR PREMIUM FARES AND CONSIDERATION OF PROVIDING LIMITED PARATRANSIT SERVICE TO LOMPICO AND SOUTH FELTON DURING NON-SCHOOL TIMES WHEN FIXED ROUTE SERVICE DOES NOT RUN AS PRESENTED.

**MOTION: DIRECTOR ROTKIN SECONDED: DIRECTOR LEOPOLD
MOTION PASSED WITH 11 AYES (Directors Bottorff, Bustichi, Cervantez, Chase, Dutra, Friend, Hagen, Lane, Leopold, McPherson and Rotkin)**

16 CONSIDERATION OF SANTA CRUZ METRO'S DRAFT FINAL FY16 AND FY17 OPERATING BUDGETS, DRAFT FINAL FY16 CAPITAL BUDGET, AND A RESOLUTION SETTING A PUBLIC HEARING ON JUNE 26, 2015

Angela Aitken, Finance Manager, provided narrative, noting that meetings had been conducted with the Unions and the METRO Managers.

Discussions regarding ADA bus stop improvements ensued, specifically the Green Valley stop. Mr. Friedrich noted that we hope to use grant funds to improve stops along the Highway 9 corridor.

Chair Bustichi asked how we can better advocate on behalf of METRO with the local City Planning Departments. Perhaps request formal reviews of future site projects to engage the developers. Director Rotkin suggested the Board Members take these ideas back to their respective jurisdictions.

Tom Hiltner noted that METRO receives Environmental Impact Report (EIR) notification from AMBAG which we use to achieve objectives when building bus stops, turnouts, improved access, etc.

Director Rotkin asked who will be handling Frank Cheng's role after the summer. CEO Clifford responded that Hill International will incorporate this responsibility.

Director Leopold wanted to know where the FTA 5539 qualifying projects revenue is reflected. Finance Manager Aitken responded it's located in the Capital Budget.

DRAFT

8-02A.6

Attachment A

Discussions regarding the reserve 'buckets' ensued with Finance Manager Aitken emphasized we are making progress. CEO Clifford stressed the importance of the operating capital reserves as these funds are often used to match grant funding

The \$2.8M funding gap from STA remains a potential risk if the legislature doesn't step up to the plate. The lack of sales tax revenue is a contributing factor statewide. Director McPherson urged his fellow Board members to stress the importance of this funding source whenever they have an opportunity to meet with government representatives. Director Rotkin suggested METRO prepare materials to send to the City and State legislatures.

Director Leopold noted that the California Senate and Assembly are attempting to increase transportation funding; this may be the year to get the resources needed.

Director Rotkin asked Al Pierce, Maintenance Manager, if the engines are failing at an anticipated rate. Mr. Pierce responded they are. In fact, this phenomenon is felt throughout the industry; many are caused by piston problems which are covered under the current warranty. Unfortunately, there is only one CNG engine available for transit buses. The engine manufacturer, Cummins, is working through the problems.

Chair Bustichi thanked the staff for their efforts noting that in the broader scenario of METRO's structural deficits, we will be faced with many cuts. He suggested the Accessible Services Coordinator position remain fully funded at this time, to be included in the broader context of all cuts. He clarified that there are no guarantees of keeping any positions at the current stage.

Chair Bustichi opened the floor for public comment.

Eduardo Montesino thanked CEO Clifford for including the union in the budget process. He'd like to see the class and comp study include updated job descriptions.

Ernestina Saldana provided a letter to the Board Members via the Clerk addressing the Accessible Services Coordinator noting she has used his services twice. She encouraged the Board to consider him, his knowledge and contribution to the public

Sara Schifrin, asked that information be sent to her so that she can understand the rationale behind this decision.

John Daugherty supports Chair Bustichi's suggestion to keep this position full time for now. Accessible services to the senior and handicapped community have been promoted by METRO since 1998.

Becky Taylor, Felipa de Leon and Scott Winslow each supported the continuation of the Accessible Services Coordinator (ASC), emphasizing the contributions to the community and noting that training is important for those with disabilities.

Doug, Commission on Disabilities, has conducted a survey, with the intent to inform the Board and City Councils about the current thresholds of services and impacts of cuts. Noting that those with significant mobility disabilities often require a number of different

DRAFT

8-02A.7

Attachment A

Board of Directors Meeting Minutes
May 22, 2015
Page 9 of 9

Ciro Aguirre, COO, introduced the new class of ParaCruz Operators Daniel Zaragoza, Assistant Paratransit Superintendent, noted that they have completed five weeks of training.

Manual Diaz, Antonio Ortiz, Lou Perez thanked the Board for the opportunity and said they looked forward to working with METRO.

Chair Bustichi welcomed them all to METRO. Director Hagen thanked them for the services they will provide.

- 20 ANNOUNCEMENT OF NEXT MEETING: FRIDAY, JUNE 12, 2015 AT 8:30 AM, SANTA CRUZ METRO ADMIN OFFICES, 110 VERNON STREET, SANTA CRUZ**
Chair Bustichi announced the next meeting details.

- 21 ADJOURNMENT**
Chair Bustichi adjourned the meeting at 11:38A

Respectfully submitted,

Gina Pye
Executive Assistant to the CEO

Pursuant to Section 54954.2(a)(1) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day. The agenda packet and materials related to an item on this Agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection in the Santa Cruz METRO Administrative Office (110 Vernon Street, Santa Cruz) during normal business hours. Such documents are also available on the Santa Cruz METRO website at www.scmttd.com subject to staff's ability to post the document before the meeting.

DRAFT

8-02A.9

- THIS PAGE INTENTIONALLY LEFT BLANK -



DATE: June 12, 2015
TO: Board of Directors
FROM: Ciro Aguirre, Chief Operations Officer
**SUBJECT: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A
CONTRACT EXTENSION WITH DAY WIRELESS SYSTEMS FOR LAND
MOBILE RADIO NETWORK UPGRADE THROUGH FEBRUARY 3, 2016**

I. RECOMMENDED ACTION

That the Board of Directors authorize the CEO to execute a contract amendment with Day Wireless Systems to extend the contract for the Land Mobile Radio Network Upgrade through February 3, 2016.

II. SUMMARY

- The Santa Cruz Metropolitan Transit District (METRO) entered into a contract with Day Wireless Systems for the Land Mobile Radio Network Upgrade on February 4, 2011.
- On January 9, 2015 the METRO Board authorized the CEO to extend the contract with Day Wireless Systems. This contract extension is due to expire on August 3, 2015.
- Due to unforeseeable delays, Day Wireless Systems requires additional time to complete the Scope of Work. Therefore, staff recommends extending the contract by six (6) months to February 3, 2016 with no changes to the contract's terms and conditions.
- This is a no-cost time extension only.

III. DISCUSSION/BACKGROUND

On January 9, 2015, the METRO Board of Directors authorized METRO's CEO to extend the contract with Day Wireless Systems to August 3, 2015. The extension was sought due to delays with the installation of the 2-way Land Mobile Radio (LMR) equipment that METRO was having performed.

The extension granted allowed Day Wireless Systems to complete installation of equipment at the Loma Prieta repeater site, which is now fully operational. They have completed transition of the Fixed Route Fleet from analogue to digital. The ParaCruz and non-revenue fleet LMR equipment has also been installed and will be activated to begin testing.

The Operations Radio Tower is awaiting final design approval from Hill International. Once approved, Day Wireless Systems will install the tower and radio equipment, and begin testing. The entire system will then be calibrated when this final tower is in place.

Staff is recommending that the METRO Board authorize the CEO to execute a contract extension with Day Wireless Systems so that the scope of work is completed and sufficient time is allowed to provide testing and calibration once the Judy K. Souza (Operations) Division is fully operational. The estimated time for completion is Fall of 2015.

IV. FINANCIAL CONSIDERATIONS/IMPACT

This is for a time extension only. No additional funding is required at this time.

V. ALTERNATIVES CONSIDERED

- Do not extend this contract. Staff does not recommend this option, as testing and calibration is still occurring and will continue to occur after the Operations building is completed. Critical infrastructure components are pending design and installation approval.
- Employ a different Service Provider. Staff does not recommend this as an option due to the complexity of the project and familiarity that the current vendor has with the project.

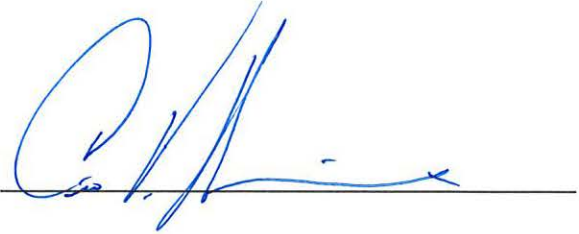
VI. ATTACHMENTS

Attachment A: Contract Amendment with Day Wireless Systems

Prepared By: Ciro Aguirre, Chief Operations Officer

VII. APPROVALS:

Ciro Aguirre, Chief Operations Officer



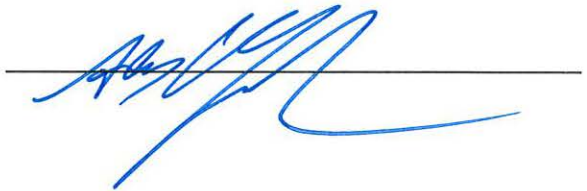
Approved as to form:
Leslyn K. Syren, District Counsel



Approved as to fiscal impact:
Angela Aitken, Finance Manager



Alex Clifford, CEO/General Manager



- THIS PAGE INTENTIONALLY LEFT BLANK -

Attachment A

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT FIFTH AMENDMENT TO CONTRACT NO. 11-03 FOR LAND MOBILE RADIO NETWORK UPGRADE

This Fifth Amendment to Contract No. 11-03 for Land Mobile Radio Network Upgrade is made effective June 15, 2015 between the Santa Cruz Metropolitan Transit District ("Santa Cruz METRO"), a political subdivision of the State of California, and Day Wireless Systems ("Contractor").

I. RECITALS

- 1.1 Santa Cruz METRO and Contractor entered into a Contract for Land Mobile Radio Network Upgrade ("Contract") on February 4, 2011.
- 1.2 The Contract is due to expire on August 3, 2015.
- 1.3 The Contract allows for extension upon mutual written consent.
- 1.4 Additional time is required by Contractor to complete the Scope of Work; therefore, Santa Cruz METRO and Contractor desire to amend the Contract to extend the Contract term.

Therefore, Santa Cruz METRO and Contractor amend the Contract as follows:

II. TERM

- 2.1 Article 4.01 is replaced in its entirety by the following:

The term of this Contract shall be from February 4, 2011 to February 3, 2016.

Santa Cruz METRO and Contractor may extend the term of this Contract at any time for any reason upon mutual written consent.

III. REMAINING TERMS AND CONDITIONS

- 3.1 All other provisions of the Contract that are not affected by this Amendment shall remain unchanged and in full force and effect.

IV. AUTHORITY

- 4.1 Article 7 is amended to include the following language:

Each party has full power to enter into and perform this Fifth Amendment to the Contract and the person signing this Fifth Amendment on behalf of each has been properly authorized and empowered to enter into it. Each party further

Attachment A

acknowledges that it has read this Fifth Amendment to the Contract, understands it, and agrees to be bound by it.

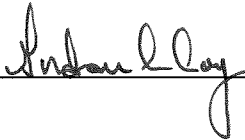
Signed on _____

Santa Cruz METRO –
SANTA CRUZ METROPOLITAN
TRANSIT DISTRICT

Alex Clifford, CEO/General Manager

Contractor –
DAY WIRELESS SYSTEMS

Gordon D. Day, President



Approved as to Form:

Leslyn Syren, District Counsel





DATE: June 12, 2015
TO: Board of Directors
FROM: Al Pierce, Maintenance Manager
**SUBJECT: CONSIDERATION OF AWARD OF CONTRACT TO WINCHESTER
PACIFIC BATTERIES U.S.A., INC. FOR PURCHASE, DELIVERY AND
SERVICING OF HEAVY-DUTY COACH BATTERIES NOT TO EXCEED
\$60,000**

I. RECOMMENDED ACTION

That the Board of Directors authorize the CEO to execute a contract with Winchester Pacific Batteries U.S.A., Inc. for Purchase, Delivery and Servicing of Heavy-Duty Coach Batteries in an amount not to exceed \$60,000 for a two-year period.

II. SUMMARY

- The Santa Cruz Metropolitan Transit District (METRO) has a need for heavy-duty coach batteries for its revenue vehicles.
- A formal request for proposals was conducted to solicit proposals from qualified firms. Three firms submitted proposals for METRO's review.
- A five-member evaluation team comprised of METRO staff reviewed and evaluated the proposals, and is recommending an award to Winchester Pacific Batteries U.S.A., Inc.

III. DISCUSSION/BACKGROUND

METRO purchases heavy duty batteries for its revenue vehicles from an outside vendor. Winchester Pacific Batteries U.S.A., Inc. (Batteries USA) is METRO's current provider for these services; however, this contract expired on May 28, 2015, with no further options to renew.

In January of this year, the Board authorized staff to issue a formal procurement for Purchase, Delivery and Servicing of Heavy-Duty Coach Batteries. On March 30, 2015, METRO legally advertised and distributed Request for Proposals (RFP) No. 15-12 to twenty-four (24) firms, posted notice on its website, and sent email notices to all GovDelivery subscribers. On April 27, 2015, proposals were received and opened from three (3) firms. A list of these firms is provided in Attachment A. A five-member evaluation team comprised of METRO staff has reviewed and evaluated the proposals.

The evaluation team used the following criteria as contained in the Request for Proposals:

Evaluation Criteria	Points
Understanding of and technical approach to contract requirements	30
Qualifications and ability to train staff	10
Experience with government agencies	10
References	20
Cost proposal	30
Total Points Possible	100

The evaluation team is recommending that the Board of Directors authorize the CEO to execute a two-year contract on behalf of METRO, with three one-year options to extend, with Batteries USA for Purchase, Delivery and Servicing of Heavy-Duty Coach Batteries in an amount not to exceed \$60,000. Contractor will provide all services meeting all METRO's specifications and requirements of the contract. Al Pierce, Maintenance Manager, will serve as the Contract Administrator and will ensure contract compliance.

IV. FINANCIAL CONSIDERATIONS/IMPACT

The base value of the contract is \$60,000 for the first two years. Should all three options be exercised, the total five-year value of the contract is anticipated to be \$150,000. Funds to support this contract are included in the Fleet Maintenance FY15, FY16 & FY17 Revenue Vehicle Parts (504191) Operating Budgets, and planned in FY18-FY20 for the option years.

V. ALTERNATIVES CONSIDERED

- Do not award this contract. Staff does not recommend this option, as these types of batteries are critical to the functions of METRO, and purchasing without a contract in place increases cost.

VI. ATTACHMENTS

Attachment A: List of Responding Firms

Attachment B: Contract with Winchester Pacific Batteries U.S.A., Inc.

Note: A full copy of the Contract is available on request.

Prepared By: Al Pierce, Maintenance Manager
Joan Jeffries, Administrative Assistant

VII. APPROVALS:

Al Pierce, Maintenance Manager



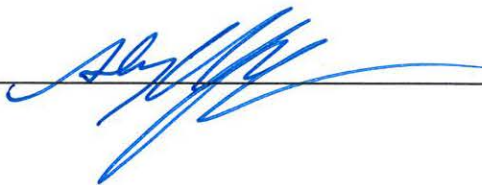
Approved as to form:
Leslyn K. Syren, District Counsel



Approved as to fiscal impact:
Angela Aitken, Finance Manager



Alex Clifford, CEO/General Manager



- THIS PAGE INTENTIONALLY LEFT BLANK -

Attachment A



Responding Firms for RFP No. 15-12

Purchase, Delivery and Servicing of Heavy-Duty Coach Batteries

Received April 27, 2015 by 5:00 PM

O'Reilly Auto Parts	Springfield	MO
Santa Cruz Auto Parts	Santa Cruz	CA
Winchester Pacific Batteries U.S.A., Inc. d/b/a Batteries USA	San Francisco	CA

- THIS PAGE INTENTIONALLY LEFT BLANK -

Attachment B

PROFESSIONAL SERVICES CONTRACT FOR PURCHASE, DELIVERY AND SERVICING OF HEAVY-DUTY COACH BATTERIES (15-12)

THIS CONTRACT is made effective on June 15, 2015 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (“Santa Cruz METRO”), a political subdivision of the State of California, and WINCHESTER PACIFIC BATTERIES U.S.A., INC. d/b/a BATTERIES USA (“Contractor”).

1. RECITALS

1.01 Santa Cruz METRO’s Primary Objective

Santa Cruz METRO is a public entity whose primary objective is providing public transportation and which has its principal office at 110 Vernon Street, Santa Cruz, California 95060.

1.02 Santa Cruz METRO’s Need for Purchase, Delivery and Servicing of Heavy-Duty Coach Batteries

Santa Cruz METRO has the need for Purchase, Delivery and Servicing of Heavy-Duty Coach Batteries. In order to obtain these services, Santa Cruz METRO issued a Request for Proposals, dated March 30, 2015, setting forth specifications for such services. The Request for Proposals is attached hereto and incorporated herein by reference as Exhibit A.

1.03 Contractor’s Proposal

Contractor is a firm/individual qualified to provide Purchase, Delivery and Servicing of Heavy-Duty Coach Batteries and whose principal place of business is 1 Industrial Street, San Francisco, California 94124. Pursuant to the Request for Proposals issued by Santa Cruz METRO, Contractor submitted a proposal for Purchase, Delivery and Servicing of Heavy-Duty Coach Batteries, which is attached hereto and incorporated herein by reference as Exhibit B

1.04 Selection of Contractor and Intent of Contract

On May 28, 2015. Santa Cruz METRO selected Contractor as the offeror whose proposal was most advantageous to Santa Cruz METRO to provide the Purchase, Delivery and Servicing of Heavy-Duty Coach Batteries described herein. This Contract is intended to fix the provisions of these services.

Santa Cruz METRO and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in this Contract

The documents listed below are attached to this Contract and by reference made a part hereof. This is an integrated Contract. This writing constitutes the final expression of the parties’ Contract, and it is a complete and exclusive statement of the provisions of that Contract, except for written amendments, if any, made after the date of this Contract in accordance with Section 11.14 of the General Conditions to the Contract.

A. Exhibit A

Santa Cruz METRO’s “Request for Proposals” dated March 30, 2015.

Attachment B

B. Exhibit B (Contractor's Proposal)

Contractor's Proposal to Santa Cruz METRO for Purchase, Delivery and Servicing of Heavy-Duty Coach Batteries, signed by Contractor and dated April 20, 2015.

2.02 Conflicts

Where in conflict, the provisions of this writing supersede those of the above-referenced documents, Exhibits A and B. Where in conflict, the provisions of Exhibit A supersede Exhibit B.

2.03 Recitals

The Recitals set forth in Article 1 are part of this Contract.

3. DEFINITIONS

3.01 General

The terms below (or pronouns in place of them) have the following meaning in the Contract:

3.01.01 CONTRACT - The Contract consists of this document, the attachments incorporated herein in accordance with Article 2, and any written amendments made in accordance with Part IV, Section 11.14 of, the General Conditions to the Contract.

3.01.02 CONTRACTOR - The Contractor selected by Santa Cruz METRO for this project in accordance with the Request for Proposals issued March 30, 2015.

3.01.03 CONTRACTOR'S STAFF - Employees of Contractor.

3.01.04 DAYS - Calendar days.

3.01.05 OFFEROR - Contractor whose proposal was accepted under the terms and conditions of the Request for Proposals issued March 30, 2015.

3.01.06 PROVISION - Any term, agreement, covenant, condition, clause, qualification, restriction, reservation, or other stipulation in the Contract that defines or otherwise controls, establishes, or limits the performance required or permitted by either party.

3.01.07 SCOPE OF WORK (OR "WORK") - The entire obligation under the Contract, including, without limitation, all labor, equipment, materials, supplies, transportation, services, and other work products and expenses, express or implied, in the Contract.

4. TIME OF PERFORMANCE

4.01 Term

The term of this Contract will be for a period not to exceed **two (2)** years and shall commence upon the execution of the Contract by Santa Cruz METRO.

At the option of Santa Cruz METRO, this Contract agreement may be renewed for **three (3)** additional one (1) year terms upon mutual written consent.

Attachment B

5. COMPENSATION

5.01 Terms of Payment

Santa Cruz METRO shall compensate Contractor in an amount not to exceed the amounts/rates agreed upon by Santa Cruz METRO. Santa Cruz METRO shall reasonably determine whether work has been successfully performed for purposes of payment. Compensation shall be made within thirty (30) days of Santa Cruz METRO's written approval of Contractor's written invoice for said work. Contractor understands and agrees that if they exceed the \$60,000 maximum amount payable under this Contract, they do so at their own risk.

5.02 Invoices

Contractor shall submit invoices with a purchase order number provided by Santa Cruz METRO as orders are placed.

Said invoice records shall be kept up-to-date at all times and shall be available for inspection by Santa Cruz METRO (or any grantor of Santa Cruz METRO, including, without limitation, any State or Federal agency providing project funding or reimbursement) at any time for any reason upon demand for not less than four (4) years after the date of expiration or termination of the Contract. Under penalty of law, Contractor represents that all amounts billed to Santa Cruz METRO are (1) actually incurred; (2) reasonable in amount; (3) related to this Contract; and (4) necessary for performance of the contract.

6. NOTICES

All notices under this Contract shall be deemed duly given upon delivery, if delivered by hand, or three (3) days after posting if sent by registered mail, receipt requested, to a party hereto at the address hereinunder set forth, or to such other address as a party may designate by notice pursuant hereto.

Santa Cruz METRO

Santa Cruz Metropolitan Transit District
110 Vernon Street
Santa Cruz, CA 95060

Attention: Alex Clifford, CEO

CONTRACTOR

Batteries USA
1 Industrial Street
San Francisco, CA 94124

Attention: Said Senan
(415) 647-5575

Attachment B

7. **AUTHORITY**

Each party has full power and authority to enter into and perform this Contract and the person signing this Contract on behalf of each has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

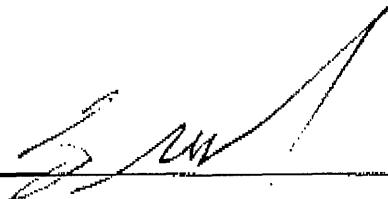
Signed on _____

Santa Cruz METRO –
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Alex Clifford, CEO/General Manager

Contractor –
WINCHESTER PACIFIC BATTERIES U.S.A., INC.
d/b/a BATTERIES USA

Said Senan, President and General Manager



Approved as to Form:

Leslyn Syren, District Counsel





DATE: June 12, 2015
TO: Board of Directors
FROM: Robyn D. Slater, Human Resources Manager
SUBJECT: CONSIDERATION OF AUTHORIZING THE CEO TO EXECUTE A TWO-YEAR CONTRACT EXTENSION WITH VISION SERVICE PLAN FOR EMPLOYEE VISION CARE SERVICES, INCREASING THE CONTRACT TOTAL BY \$290,000

I. RECOMMENDED ACTION

That the Board of Directors authorize the CEO to execute a two-year contract extension with Vision Service Plan for Employee Vision Care Services, increasing the contract total for the additional two-year period by \$290,000, for a new contract not-to-exceed of \$696,800.

II. SUMMARY

- The Santa Cruz Metropolitan Transit District (METRO) has a contract with Vision Service Plan (VSP) for Employee Vision Care Services that will expire on July 31, 2015.
- VSP has requested no change to the current per-enrollee monthly premium rate, and has requested a two-year contract extension.
- VSP has performed its duties very well under this contract, and therefore a two-year contract extension, with no change to the current premium rate, is recommended.
- The unions have been informed of the suggested contract extension and concur with the staff recommendation.

III. DISCUSSION/BACKGROUND

METRO has a contract with VSP that was established on July 31, 2012 for a three-year period, with two optional one-year extensions. The current contract is due to expire on July 31, 2015. VSP has requested a two-year contract extension, with no change to the current per-enrollee monthly premium rate.

Over the past three years the quality of service provided by VSP has been excellent. Staff has reviewed the requested two-year extension, and recommend approving it, as doing so would lock in METRO's current premium rate for the remaining two years of the contract.

Staff recommends that METRO combine the two one-year options for a contract extension with VSP into a single two-year extension, for an amount not to exceed of \$290,000 over the five years of this contract. Staff further recommends that the Board of Directors authorize the CEO to sign a two-year contract extension on behalf of METRO. Robyn D. Slater, Human Resources Manager, will continue to serve as the Contract Administrator and will ensure contract compliance.

IV. FINANCIAL CONSIDERATIONS/IMPACT

This contract has a total not to exceed of \$406,800. Additional funds in an amount of \$290,000 are requested for approval at this time. The new contract total not to exceed would be \$696,800.

Funds to support this contract are included in each department's FY16 and FY17 Fringe Benefit (account #502045) Operating Budget, and planned for FY18. The total estimated annual cost is \$145,000.

V. ALTERNATIVES CONSIDERED

- Do not renew this contract. Staff does not recommend this option. VSP provides excellent service for our employees and is guaranteeing the existing rate for two additional years.

VI. ATTACHMENTS

Attachment A: Second Amendment to the Contract with VSP

Prepared By: Robyn D. Slater, Human Resources Manager
Joan Jeffries, Administrative Assistant

VII. APPROVALS:

Robyn D. Slater, HR Manager



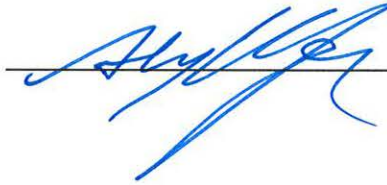
Approved as to form:
Leslyn K. Syren, District Counsel



Approved as to fiscal impact:
Angela Aitken, Finance Manager



Alex Clifford, CEO/General Manager



- THIS PAGE INTENTIONALLY LEFT BLANK -

Attachment A

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT SECOND AMENDMENT TO CONTRACT NO. 12-27 FOR EMPLOYEE VISION CARE SERVICES

This Second Amendment to Contract No. 12-27 for Employee Vision Care Services is made effective August 1, 2015 between the Santa Cruz Metropolitan Transit District ("Santa Cruz METRO"), a political subdivision of the State of California, and Vision Service Plan ("Contractor").

I. RECITALS

- 1.1 Santa Cruz METRO and Contractor entered into a Contract for Employee Vision Care Services ("Contract") on August 1, 2012.
- 1.2 The Contract allows for extension upon mutual written consent.
- 1.3 Santa Cruz METRO and Contractor desire to amend the Contract to extend the Contract term.

Therefore, Santa Cruz METRO and Contractor amend the Contract as follows:

II. TERM

- 2.1 Article 4.01 is replaced in its entirety by the following:

The term of this Contract shall be from August 1, 2012 to July 31, 2017.

Santa Cruz METRO and Contractor may extend the term of this Contract at any time for any reason upon mutual written consent.

III. COMPENSATION

- 3.1 Article 5.01 is amended to include the following language:

Effective August 1, 2015, Contractor shall be entitled to receive premiums for each month on behalf of each Enrollee and his/her Eligible Dependents, if any, in the VSP Signature Plan in the amount of \$26.68. This rate shall be guaranteed for a term of 24 months, through July 31, 2017.

For members who choose a non-VSP provider (VSP Open Access), the following Allowances apply for the new term: Examination up to \$45, Single Vision up to \$45, Lined Bifocal up to \$65, Lined Trifocal up to \$85, Lenticular up to \$125, Frame up to \$47, Elective Contact Lenses up to \$130 and Necessary Contact Lenses up to \$250.

Attachment A

IV. REMAINING TERMS AND CONDITIONS

4.1 All other provisions of the Contract that are not affected by this Amendment shall remain unchanged and in full force and effect.

V. AUTHORITY

5.1 Article 7 is amended to include the following language:

Each party has full power to enter into and perform this Second Amendment to the Contract and the person signing this Second Amendment on behalf of each has been properly authorized and empowered to enter into it. Each party further acknowledges that it has read this Second Amendment to the Contract, understands it, and agrees to be bound by it.

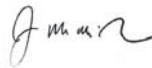
Signed on _____

Santa Cruz METRO –
SANTA CRUZ METROPOLITAN
TRANSIT DISTRICT

Alex Clifford, CEO/General Manager

Contractor –
VISION SERVICE PLAN

James M. McGrann, President



Digitally signed by James M. McGrann
DN: cn=James M. McGrann, o=Vision Service Plan,
ou=President, email=Jim.McGrann@vsp.com, c=US
Date: 2015.05.13 15:25:12 -0700

Approved as to Form:

Leslyn Syren, District Counsel





DATE: June 12, 2015
TO: Board of Directors
FROM: Erich Friedrich, Senior Transportation Planner
SUBJECT: CONSIDERATION OF AWARD OF CONTRACT TO THE DON CHAPIN COMPANY, INC. FOR THE CONSTRUCTION AND COMPLETION OF GREEN VALLEY ROAD BUS STOP IMPROVEMENTS NOT TO EXCEED \$92,285

I. RECOMMENDED ACTION

That the Board of Directors authorize the CEO to execute a contract with The Don Chapin Company, Inc. for the Construction and Completion of Green Valley Road Bus Stop Improvements in an amount not to exceed \$92,285

II. SUMMARY

- The Santa Cruz Metropolitan Transit District (METRO) has a need for the Construction and Completion of Green Valley Road Bus Stop located at Green Valley Road and Airport Boulevard in Watsonville.
- A competitive procurement was conducted to solicit bids from qualified firms. Two (2) firms submitted bids for METRO's review.
- Staff has reviewed all submitted bids and is recommending that the Board of Directors authorize a contract with The Don Chapin Company, Inc.

III. DISCUSSION/BACKGROUND

The Green Valley at Airport Boulevard bus stop across the street from the Pajaro Valley Unified School District was originally slated for improvement as part of the 2012 Bus Stop Improvement Project funded by the California Transportation Commission (CTC). Due to conflicts regarding encroachment permit requirements, this bus stop improvement remained incomplete and in a state of disarray after the CTC grant was closed out in May 2014. Since then METRO staff has resolved the encroachment permitting issue, obtained new engineering design documents, and worked with the County Public Works Department for necessary guidance on construction requirements.

The current bus stop condition is considered unsafe and unsightly as demolition of the old bus stop was halted and the stop was moved temporarily to a small level dirt patch off the shoulder of Green Valley Road. The project being considered for award would rebuild the bus stop turn out, pour a new concrete bus pad for safe operation, pour a foundation for a new bus shelter for passengers, construct a new 180' sidewalk that would connect the bus stop to

the mid-block crosswalk on Green Valley Road and connect the bus stop to the Corralitos Creek Bridge for better pedestrian access and ADA accessibility.

In November 2014, the Board authorized staff to issue an Invitation for Bids for The Construction and Completion of Green Valley Road Bus Stop Improvements. On March 9, 2015, METRO legally advertised and distributed Invitation for Bids (IFB) No. 15-09 to twenty nine (29) firms and eleven (11) builders' exchanges, posted notice on its website, and sent email notices to all GovDelivery subscribers. On April 9, 2015, bids were received and opened from two (2) firms.

Bids were received from the following firms:

The Don Chapin Company, Inc. Bid Amount: \$92,285

Earthworks Paving Contractors, Inc. Bid Amount: \$106,400

The Don Chapin Company, Inc. has been determined to be the lowest responsible bidder, whose bid is responsive to all the requirements of the IFB.

Staff recommends that the Board of Directors authorize the CEO to execute a contract on behalf of METRO, for an amount not to exceed \$92,285. The Don Chapin Company, Inc. is a local vendor with headquarters in Salinas, CA. Contractor will provide all equipment and materials meeting all METRO's specifications and requirements of the contract. Erich Friedrich, Senior Transportation Planner, will serve as the Contract Administrator and will ensure contract compliance.

IV. FINANCIAL CONSIDERATIONS/IMPACT

Funds to support this contract are included in the FY15 & FY16 Capital Budgets (acct# 514010-220080) for Bus Stop Repairs / Improvements. Capital Restricted STA and Capital/Operating reserves are being used to fund this project.

V. ALTERNATIVES CONSIDERED

- Currently, there is no bus stop pad, shelter nor ADA features at this bus stop. The Board could choose to not perform the construction and leave the bus stop a dirt pad. Staff advises against this option.

VI. ATTACHMENTS

Attachment A: The Don Chapin Company, Inc. Contract
Prepared By: Alex Strudley, Purchasing Assistant
Erich Friedrich, Senior Transportation Planner

VII. APPROVALS:

Thomas Hiltner,
Acting Planning and Development Mgr.




Approved as to form:
Leslyn K. Syren, District Counsel



Approved as to fiscal impact:
Angela Aitken, Finance Manager



Alex Clifford, CEO/General Manager



- THIS PAGE INTENTIONALLY LEFT BLANK -

Attachment A

CONTRACT FOR THE CONSTRUCTION AND COMPLETION OF GREEN VALLEY ROAD BUS STOP IMPROVEMENTS No. 15-09

THIS CONTRACT is made effective on June 15, 2015 between the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT ("Santa Cruz METRO"), a political subdivision of the State of California, and THE DON CHAPIN COMPANY, INCORPORATED ("Contractor").

1. RECITALS

1.01 Santa Cruz METRO's Primary Objective

Santa Cruz METRO is a public entity whose primary objective is providing public transportation and which has its principal office at 110 Vernon Street, Santa Cruz, California 95060.

1.02 Santa Cruz METRO's need for the Construction and Completion of Green Valley Road Bus Stop Improvements

Santa Cruz METRO requires construction to complete the improvements that began at the Green Valley Road bus stop due to unfinished work by a previous contractor. In order to obtain said The Construction and Completion of Green Valley Road Bus Stop Improvements, Santa Cruz METRO issued an Invitation for Bids, dated March 9, 2015, setting forth specifications for the Construction and Completion of Green Valley Road Bus Stop Improvements. The Invitation for Bids is attached hereto and incorporated herein by reference as Exhibit A.

1.03 Contractor's Bid Form

Contractor is licensed and qualified, whose principal place of business is 560 Crazy Horse Canyon Road, Salinas CA 93907. Pursuant to the Invitation for Bids issued by Santa Cruz METRO, Contractor submitted a bid for provision of said Construction and Completion of Green Valley Road Bus Stop Improvements, which is attached hereto and incorporated herein by reference as Exhibit B.

1.04 Selection of Contractor and Intent of Contract

On May 11, 2015, Santa Cruz METRO selected Contractor as the lowest responsive, responsible bidder to provide said The Construction and Completion of Green Valley Road Bus Stop Improvements, located at site location Bus Stop 1098R at Green Valley & Airport Blvd., southbound towards Watsonville with an approximate street address of 265 Green Valley Road, Freedom, CA 95019. The purpose of this Contract is to set forth the provisions of this procurement.

1.05 Contractor and Supplier Synonymous

For the purposes of this Contract, the terms "Contractor" and "supplier" are synonymous.

Santa Cruz METRO and Contractor agree as follows:

2. INCORPORATED DOCUMENTS AND APPLICABLE LAW

2.01 Documents Incorporated in This Contract

The documents below are attached to this Contract and by reference made a part hereof. This is an integrated Contract. This writing constitutes the final expression of the parties' Contract, and it is a complete and exclusive statement of the provisions of that Contract, except for written amendments, if

Attachment A

any, made after the date of this Contract in accordance with Part III, Section 13.14 of the General Conditions of the Contract.

a) Exhibit A

Santa Cruz Metropolitan Transit District's "Invitation for Bids No. 15-09" dated March 9, 2015, including Addendum numbers one (1) of one (1).

b) Exhibit B (Bid Form)

Contractor's submitted bid to Santa Cruz METRO for The Construction and Completion of Green Valley Road Bus Stop Improvements as signed by Contractor.

2.02 Conflicts

In the event of conflict between requirements contained in different components of the Contract Documents, provisions set forth in Part VI (FTA Requirements for Construction Contracts) shall prevail over all other provisions. Provisions set forth in Parts I (Instructions to Bidders), III (General Conditions of the Contract) and V (Sample Contract) shall prevail over all remaining Contract Documents. In resolving other conflicting requirements among the Contract Documents, the order of precedence shall be as follows: 1. Change Orders, 2. Addenda or Letters of Clarification, 3. Part IV (Special Conditions of the Contract), and 4. Part VII (Construction Specifications).

2.03 Recitals

The Recitals set forth in Article 1 are part of this Contract.

3. TIME OF PERFORMANCE

3.01 General

The work under this Contract shall be completed forty five (45) calendar days after the date of commencement specified in the Notice to Proceed, unless modified by the parties under Part III, subsection 13.14 of the General Conditions to the Contract or terminated pursuant to Part III, Section 2.

3.02 Term

The term of this Contract shall commence upon the execution of the Contract by Santa Cruz METRO and shall remain in force for ninety (90) days after completion of the work. Santa Cruz METRO and Contractor may extend the term of this Contract at any time for any reason upon mutual written consent.

3.03 Acceptance of Terms

Execution of this document shall be deemed as acceptance of all of the terms and conditions as set forth herein and those contained in the Instructions to Bidders, the General Conditions, the Special Conditions, the FTA Requirements for Construction Contracts, the Specifications for Work and all attachments and addenda, which are incorporated herein by reference as integral parts of this Contract.

4. SCOPE OF WORK

4.01 Contractor shall furnish Santa Cruz METRO all supervision, labor, equipment, supplies, material, freight, transportation, tools and other work and services as specified in and in full accordance with the Invitation for Bids (IFB) No. 15-09 dated March 9, 2015 for The Construction and Completion of Green Valley Road Bus Stop Improvements. The Contractor shall provide a complete project in

Attachment A

conformance with the intent shown on the drawings and specified herein and as provided for and set forth in the IFB.

- 4.02 Contractor and Santa Cruz METRO agree to comply with and fulfill all obligations, promises, covenants and conditions imposed upon each of them in the Contract Documents. All of said work done under this Contract shall be performed to the satisfaction of Santa Cruz METRO or its representative, who shall have the right to reject any and all materials and supplies furnished by Contractor which do not strictly comply with the requirements contained herein, together with the right to require Contractor to replace any and all work furnished by Contractor which shall not either in workmanship or material be in strict accordance with the Contract Documents.

5. COMPENSATION

5.01 Terms of Payment

Upon written acceptance, Santa Cruz METRO agrees to pay Contractor \$92,285.00 as identified in the Bid Form, Exhibit B, not to exceed \$92,285.00, for satisfactory completion of all work, including all costs for labor, materials, tools, equipment, services, freight, insurance, overhead, profit and all other costs incidental to the performance of the services specified under this Contract, under the terms and provisions of this Contract within thirty (30) days thereof. Contractor understands and agrees that if they exceed the \$92,285.00 maximum amount payable under this Contract, they do so at their own risk.

5.02 Release of Claims

Payment by Santa Cruz METRO of undisputed contract amounts is contingent upon Contractor furnishing Santa Cruz METRO with a Release of All Claims against Santa Cruz METRO arising by virtue of the part of the Contract related to those amounts.

5.03 Retention of progress payments

Santa Cruz METRO will retain five (5%) percent of the contract price from each progress payment made pursuant to the Contract through the completion of the Contract. The retention shall be released, with the exception of 150 percent (150%) of any disputed amount, within 60 days after the date of completion of the work. Pursuant to Section 22300 of the Public Contract Code, Contractor may substitute a deposit of securities in lieu of Santa Cruz METRO withholding any monies to ensure Contractor's performance under the Contract, or alternatively, request that Santa Cruz METRO make payment of retentions earned directly to an escrow agent at the expense of Contractor. The provisions of Public Contract Code Section 22300 are incorporated herein by reference as though set forth in full, and shall govern the substitution of securities and/or escrow account. If a Stop Notice is filed, Santa Cruz METRO will retain 125% of the amount set forth in the Stop Notice from the next progress payment made to Contractor.

5.04 Change in Contract Price

5.04.01 General

- A. The Contract price constitutes the total compensation payable to Contractor for performing the work. All duties, responsibilities, and obligations assigned to or undertaken by Contractor to perform the work shall be at Contractor's expense without change in the Contract price.
- B. The Contract price may only be changed by a change order. Any request for an increase in the Contract price shall be based on written notice delivered by the Contractor to the Contract Administrator promptly, but in no event later than 10 days after the date of the occurrence of the event giving rise to the request, and shall state the general nature of the

Attachment A

request. Notice of the amount of the request with supporting data shall be delivered within 45 days after the date of the occurrence, unless the Contract Administrator allows an additional period of time to ascertain more accurate data in support of the request, and shall be accompanied by the Contractor's written statement that the amount requested covers all amounts (direct, indirect, and consequential) to which the Contractor is entitled as a result of the occurrence of the event. No request for an adjustment in the Contract price will be valid if not submitted in accordance with this Article.

- C. The value of any work covered by a change order or of any request for an increase or decrease in the Contract price shall be determined in one of the following ways:
 - 1. Where the work involved is covered by unit prices contained in the Contract documents, by application of unit prices to the quantities of the items involved; or
 - 2. By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Article 5.04.04; or
 - 3. On the basis of the cost of work (determined as provided in Articles 5.04.02 and 5.04.03) plus a Contractor's fee for overhead and profit (determined as provided in Article 5.04.04).

5.04.02 Cost of Work (Based on Time and Materials)

- A. General: The term "cost of work" means the sum of all costs necessarily incurred and paid by Contractor for labor, materials, and equipment in the proper performance of work. Except as otherwise may be agreed to in writing by Santa Cruz METRO, such costs shall be in amounts no higher than those prevailing in the locality of the project.
- B. Labor: The cost of labor used in performing work by Contractor, a subcontractor, or other forces, will be the sum of the following:
 - 1. The actual wages paid plus any employer payments to or on behalf of workers for fringe benefits, including health and welfare, pension, vacation, and similar purposes. The cost of labor may include the wages paid to foremen when it is determined by the Contract Administrator that the services of foremen do not constitute a part of the overhead allowance.
 - 2. There will be added to the actual wages, as defined above, a percentage set forth in the latest "Labor Surcharge and Equipment Rental Rates" in use by the California State Department of Transportation which is in effect on the date upon which the work is accomplished. This percentage shall constitute full compensation for all payments imposed by State and Federal laws including, but not limited to, workers' compensation insurance and Social Security payments.
 - 3. The amount paid for subsistence and travel required by collective bargaining agreements.
 - 4. For equipment operators, payment for the actual cost of labor and subsistence or travel allowance will be made at the rates paid by Contractor to other workers operating similar equipment already on the work, or in the absence of such labor, established by collective bargaining agreements for the type of workers and location of the extra work, whether or not the operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein in accordance with the provisions of subsection 2 of Article 5.04.02 B herein, which surcharge shall constitute full compensation for payments imposed by State and Federal laws, and all other payments made to on behalf of workers other than actual wages.

Attachment A

- C. Materials: The cost of materials used in performing work will be the cost to the purchaser, whether Contractor or subcontractor, from the supplier thereof, except as the following are applicable:
1. Trade discounts available to the purchaser shall be credited to Santa Cruz METRO notwithstanding the fact that such discounts may not have been taken by Contractor.
 2. For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual supplier as determined by the Contract Administrator. Markup, except for actual costs incurred in the handling of such materials, will not be allowed.
 3. Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra work items or the current wholesale price for such materials delivered to the work site, whichever price is lower.
 4. If, in the opinion of the Contract Administrator, the cost of material is excessive, or the Contractor does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the work site, less trade discount. Santa Cruz METRO reserves the right to furnish materials for the extra work and no claim shall be made by the Contractor for costs and profit on such materials.
- D. Equipment: The Contractor will be paid for the use of equipment at the rental rate listed for such equipment specified in the current edition of the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates" which is in effect on the date upon which the work is accomplished. Such rental rates will be used to compute payments for equipment whether the equipment is under the Contractor's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to Santa Cruz METRO for the total period of use. If it is deemed necessary by the Contractor to use equipment not listed in the foregoing publication, the Contract Administrator will establish an equitable rental rate for the equipment. The Contractor may furnish cost data that might assist the Contract Administrator in the establishment of the rental rate.
1. The rental rates paid, as above provided, shall include the cost of fuel, oil, lubrication supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Operators of equipment will be separately paid for as provided in subsection 4 of Article 5.04.02 B.
 2. All equipment shall be in good working condition and suitable for the purpose for which the equipment is to be used.
 3. Before construction equipment is used on the extra work, Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Contract Administrator, in duplicate, a description of the equipment and its identifying number.
 4. Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

Attachment A

5. Individual pieces of equipment or tools having a replacement value of \$500 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.

E. Owner-Operated Equipment: When owner-operated equipment is used to perform work and is to be paid for as extra work, Contractor will be paid for the equipment and operator as follows:

Payment for the equipment will be made in accordance with the provisions in Article 5.04.02 D, "Equipment."

Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by Contractor to other workers operating similar equipment already on the project, or, in the absence of such other workers, at the rates for such labor established by collective bargaining agreement for type of worker and location of the work, whether or not the owner-operator is actually covered by such an agreement. A labor surcharge will be added to the cost of labor described herein, in accordance with the provisions in subsection 2 of Article 5.04.02 B, "Labor."

To the direct cost of equipment rental and labor, computed as provided herein, will be added the markup for equipment rental and labor as provided in Article 5.04.04, "Contractor's Fee."

F. Equipment Time: The rental time to be paid for equipment on the work shall be the time the equipment is in productive operation on the work being performed and shall include the time required to move the equipment to the new location and return it to the original location or to another location requiring no more time than that required to return it to its original location; except that moving time will not be paid if the equipment is used on other than the extra work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power. No payment will be made for loading and transporting costs when the equipment is used at the site of the extra work on other than the extra work. The following shall be used in computing the rental time of equipment on the work:

1. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be ½-hour of operation, and any part of an hour in excess of 30 minutes will be considered 1-hour of operation.
2. When daily rates are listed, operation for any part of a day less than 4 hours shall be considered to be ½-day of operation.
3. Rental time will not be allowed while equipment is inoperative due to breakdowns or Contractor-caused delays.

G. Cost of Work Documentation: The Contractor shall furnish the Contract Administrator Daily Extra Work Reports on a daily basis covering the direct costs of labor and materials and charges for equipment whether furnished by Contractor, subcontractor, or other forces. Santa Cruz METRO will provide the Daily Extra Work Report forms to Contractor. The Contractor or an authorized agent shall sign each Daily Extra Work Report. The Daily Extra Work Report shall provide names and classifications of workers and hours worked; size, type, and identification number of equipment; and the hours operated. Copies of certified payrolls and statement of fringe benefit shall substantiate labor charges. Valid copies of vendor's invoices shall substantiate material charges.

Attachment A

The Contract Administrator will make any necessary adjustments. When these reports are agreed upon and signed by both parties, they shall become the basis of payment for the work performed, but shall not preclude subsequent adjustment based on a later audit.

The Contractor shall inform the Contract Administrator when extra work will begin so that the Santa Cruz METRO inspector can concur with the Daily Extra Work Reports. Failure to conform to these requirements may impact the Contractor's ability to receive proper compensation.

5.04.03 Special Services

Special services are defined as that work characterized by extraordinary complexity, sophistication, or innovations, or a combination of the foregoing attributes that are unique to the construction industry. The following may be considered by the Contract Administrator in making estimates for payment for special services:

- A. When the Contract Administrator and the Contractor, by agreement, determine that a special service is required which cannot be performed by the forces of the Contractor or those of any of its subcontractors, the special service may be performed by an entity especially skilled in the work to be performed. After validation of invoices and determination of market values by the Contract Administrator, invoices for special services based upon the current fair market value thereof may be accepted without complete itemization of labor, material, and equipment rental costs.
- B. When Contractor is required to perform work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the jobsite, the charges for that portion of the work performed at the offsite facility may, by agreement, be accepted as a special service and accordingly, the invoices for the work may be accepted without detailed itemization.
- C. All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit on labor, materials, and equipment specified in Article 5.04.04 herein, a single allowance of ten (10) percent will be added to invoices for special services.

5.04.04 Contractor's Fee

- A. Work ordered on the basis of time and materials will be paid for at the actual and necessary cost as determined by the Contract Administrator, plus allowances for overhead and profit, which allowances shall constitute the "Contractor's Fee," except as provided in subparagraph B of this Article. For extra work involving a combination of increases and decreases in the work, the actual necessary cost will be the arithmetic sum of the additive and deductive costs. The allowance for overhead and profit shall include compensation for superintendence, bond and insurance premiums, taxes, all field and home office expenses, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Articles 5.04.02 B, C, D, and E herein. The maximum allowance for overhead and profit will be made in accordance with the following schedule:

Actual Necessary Cost	Maximum Overhead and Profit Allowance
Labor	33 percent
Materials	15 percent
Equipment	15 percent

Attachment A

- B. Labor, materials, and equipment may be furnished by the Contractor or by the subcontractor on behalf of the Contractor. When a subcontractor performs all or any part of the extra work, the allowance specified in subparagraph A of Article 5.04.04 shall only be applied to the labor, materials, and equipment costs of the subcontractors, to which the Contractor may add 5 percent of the subcontractor's total cost for the extra work. Regardless of the number of hierarchal tiers of subcontractors, the 5 percent increase above the subcontractor's total cost, which includes the allowances for overhead and profit specified herein, may be applied one time only for each separate work transaction.
- C. An accounting of the Contractor's overhead and General and Administrative (G&A) costs shall be provided to the Contract Administrator upon request. The accounting will provide details of Contractor's daily overhead rate, and include all cost and expenses the contractor attributes to its G&A rates.

5.04.05 Compensation for Time Extensions

Adjustments in compensation for time extension will be allowed only for causes in Article 5.05.01 B.1 through Article 5.05.01 B.3 computed in accordance with Article 5.04 and the following. No adjustments in compensation will be allowed when Santa Cruz METRO-caused delays to a controlling item of work and Contractor-caused delays to a controlling item of work occur concurrently or for causes in Article 5.05.01 B.4 through Article 5.05.01 B.5.

Compensation for idle time of equipment will be determined in accordance with the provisions in Article 5.04.02.F and Section 8-1.09 of the State Specifications.

5.05 Change of Contract Time

5.05.01 General

- A. The Contract time may only be changed by a change order. Any request for an extension of the Contract time shall be based on written notice delivered by the Contractor to the Contract Administrator promptly, but in no event later than 10 days after the date of the occurrence of the event giving rise to the request, and shall state the general nature of the request. Notice of the extent of the request with supporting data shall be delivered within 45 days after the date of such occurrence, unless the Contract Administrator allows an additional period of time to ascertain more accurate data in support of the request, and shall be accompanied by the Contractor's written statement that the adjustment requested is the entire adjustment to which the Contractor has reason to believe it is entitled as a result of the occurrence of said event. No request for an adjustment in the Contract time will be valid if not submitted in accordance with the requirements of this Article.

The Contract time will only be extended when a delay occurs which impacts a controlling item of work as shown on the work schedules. Time extensions will be allowed only if the cause is beyond the control and without the fault or negligence of the Contractor. Time extensions will also be allowed when Santa Cruz METRO-caused delays to a controlling item of work and Contractor-caused delays to a controlling item of work occur concurrently. The Contractor will be notified if the Contract Administrator determines that a time extension is not justified.

- B. The Contract time will be extended in an amount equal to time lost due to delays beyond the control of the Contractor if a request is made therefore as provided in this Article. An extension of Contract time will only be granted for days on which the Contractor is prevented from proceeding with at least 75 percent of the normal labor and equipment force actually engaged on the said work, by said occurrences or conditions resulting

Attachment A

immediately therefrom which impact a controlling item of work as determined by the Contract Administrator. Such delays shall include:

1. Failure of Santa Cruz METRO to furnish access, right of way, completed facilities of related projects, drawings, materials, equipment, or services for which Santa Cruz METRO is responsible.
2. Survey error by Santa Cruz METRO.
3. Occurrences of a severe and unusual nature including, but not restricted to, acts of God, fires, other force majeure events, and excusable inclement weather. A force majeure event includes an earthquake, flood, cloudburst, cyclone or other cataclysmic phenomena of nature beyond the power of the Contractor to foresee or to make preparation in defense against, but does not include ordinary inclement weather.
4. Excusable inclement weather is any weather condition, the duration of which varies in excess of the average conditions expected, which is unusual for the particular time and place where the work is to be performed, or which could not have been reasonably anticipated by the Contractor, as determined from U.S. Weather Bureau records for the preceding 3-year period.
5. Act of the public enemy, act of another governmental entity, public utility, epidemic, quarantine restriction, freight embargo, strike, or labor dispute. A delay to a subcontractor or supplier due to the above circumstances will be taken into consideration for extensions to the time of completion.

5.05.02 Excusable Inclement Weather Days and Extensions of Time

- A. The number of days of excusable inclement weather for this Project is **four (4)** as determined by the average number of days of precipitation in the months of June and July (the anticipated period of work) during the last three years.
- B. The Contract time will be extended for as many days in excess of the average number of days of excusable inclement weather, as defined in Article 5.05.01 B.5, as many days as the Contractor is prevented by excusable inclement weather, or conditions resulting immediately therefrom, from proceeding with at least 75 percent of the normal labor and equipment force engaged on critical items of work as shown on the schedule.
- C. Should the Contractor prepare to begin work at the regular starting time at the beginning of any regular work shift on any day on which excusable inclement weather, or the conditions resulting from the weather, prevents work from beginning at the usual starting time and the crew is dismissed as a result thereof, the Contractor will be entitled to a 1-day extension whether or not conditions change thereafter during said day and the major portion of the day could be considered to be suitable for such construction operations.
- D. The Contractor shall base the construction schedule upon the inclusion of **four (4)** days of excusable inclement weather. No extension of the Contract time due to excusable inclement weather will be considered until after the said aggregate total number of days of excusable inclement weather has been reached; however, no reduction in Contract time would be made if said number of days of excusable inclement weather is not reached.

Attachment A

5.06 Changed Site Conditions

If any work involves digging trenches or other excavations below the surface, Contractor shall promptly, and before the following conditions are disturbed, notify Santa Cruz METRO in writing of any:

- A. Material that Contractor believes may be a regulated material which is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
- B. Subsurface or latent physical conditions at the site differing from those indicated in this Contract.
- C. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

Santa Cruz METRO will promptly investigate the condition and if it finds that the conditions do materially so differ, or do involve regulated material, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, Santa Cruz METRO will issue a change order under the procedures described in this Contract. For regulated materials, Santa Cruz METRO reserves the right to use other forces for exploratory work to identify and determine the extent of such material and for removing regulated material from such areas.

In the event that a dispute arises between Santa Cruz METRO and the Contractor on whether the conditions materially differ or on the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this Contract but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by this Contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

5.07 Waivers and Releases

Contractor is required to provide unconditional waivers and releases of stop notices in accordance with California Civil Code §3262(d)(2). Santa Cruz METRO agrees to pay Contractor within 30 days after receipt of an undisputed and properly submitted payment request from Contractor. If Santa Cruz METRO fails to make such payments in a timely manner, Santa Cruz METRO shall pay interest to Contractor equivalent to the legal rate set forth in Subdivision (a) of Section 685.010 of the Code of Civil Procedure. For purposes of this section, "progress payment" includes all payments due Contractor, except that portion of the final payment designated by the Contract as retention earnings. Any payment request determined not to be a proper payment request suitable for payment shall be returned to Contractor as soon as practicable, but not later than seven days after receipt. A request returned pursuant to this paragraph shall be accompanied by a written explanation of why the payment request is not proper. The number of days available to Santa Cruz METRO to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which Santa Cruz METRO exceeds the seven-day return requirement set forth above. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by Santa Cruz METRO's financial officer.

6. NOTICES

All notices under this Contract shall be in writing and shall be effective when received, if delivered by hand, or three (3) days after posting, if sent by registered mail, return receipt requested, to a party hereto at the address hereinunder set forth or to such other address as a party may designate by notice pursuant hereto.

Attachment A

Santa Cruz METRO –
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
110 Vernon Street
Santa Cruz, CA 95060

Attention: General Manager

Contractor-
THE DON CHAPIN COMPANY, INCORPORATED
560 Crazy Horse Canyon Road
Salinas CA 93907

Attention: Mr. Donald D. Chapin Jr.

7. ENTIRE AGREEMENT

- 7.01 This Contract represents the entire agreement of the parties with respect to the subject matter hereof, and all such agreements entered into prior hereto are revoked and superseded by this Contract, and no representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.
- 7.02 This Contract may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Contract shall be void and of no effect.

8. AUTHORITY

Each party has full power and authority to enter into and perform this Contract and the person signing this Contract on behalf of each has been properly authorized and empowered to enter into it. Each party further acknowledges that it has read this Contract, understands it, and agrees to be bound by it.

SIGNATURES ON NEXT PAGE

Signed on _____

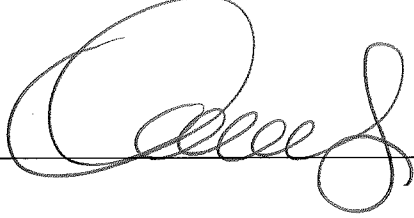
Attachment A

Santa Cruz METRO –
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Alex Clifford, CEO/General Manager


Contractor –
THE DON CHAPIN COMPANY, INCORPORATED

Mr. Donald D. Chapin Jr., President



Approved as to Form:

Leslyn Syren, District Counsel





DATE: June 12, 2015
TO: Board of Directors
FROM: Anna Marie Gouveia, Fixed Route Superintendent
**SUBJECT: CONSIDERATION OF A REQUEST TO PROVIDE BUS SERVICE TO
THE SANTA CRUZ FOLLIES ON SEPTEMBER 18, 2015**

I. RECOMMENDED ACTION

That the Board of Directors approve the request to provide bus service to the Santa Cruz Follies on September 18, 2015, approve ongoing sponsorship of this event, and to budget for the provision of bus service on an annual basis as a public transit promotional activity

II. SUMMARY

- Santa Cruz Metropolitan Transit District (METRO) has received a request from Linda Minton of the Mid-County Senior Center to provide bus service to the Santa Cruz Follies on September 18, 2015.
- The request is for one fixed route bus for the September 18, 2015 matinee performance of the Santa Cruz Follies.
- Round trip service is to be provided from the Mid-County Senior Center located at 829 Bay Avenue, Capitola to the Santa Cruz Civic Auditorium located at 307 Church Street, Santa Cruz.
- In order to comply with the Charter Regulations issued by the Federal Transit Administration (FTA), METRO is required to formally become a sponsor of the Santa Cruz Follies and will be providing the service as a public transit promotional activity.
- Since 2011, METRO has provided this service to the Santa Cruz Follies.
- Staff recommends that the Board of Directors approve the request from Linda Minton of the Mid-County Senior Center and sponsor this event annually by providing the requested bus services each year as a public transit promotional activity. The cost of providing the buses will be budgeted annually.

III. DISCUSSION/BACKGROUND

METRO receives requests from groups, individuals and agencies for special services on a regular basis. Many of the requests are accompanied by an offer to pay the cost of the requested service. METRO is prohibited from providing these services on a paid basis by the Charter Regulations issued by the FTA. Additionally, METRO is prohibited by these regulations from providing free

services unless such services promote the use of METRO, and are part of an activity that METRO is sponsoring.

METRO has received a request from Linda Minton, First Vice-President of Mid-County Senior Center, to provide bus service to the 2015 Santa Cruz Follies. The Santa Cruz Follies are scheduled to be held September 16 through September 19, 2015. The requested service is specifically for the September 18, 2015 matinee performance starting at 1:00pm and will require one fixed route bus traveling between the Mid-County Senior Center, located at 307 Bay Avenue, Capitola and the Santa Cruz Civic Auditorium, located at 307 Church Street, Santa Cruz and back again. The cost of the requested service is negligible and will be covered with existing staff and vehicles.

METRO will need to become a formal sponsor of the Santa Cruz Follies in order to meet the requirements of the Federal Transit Administration Charter regulations. The Board will need to make this sponsorship a part of an action approving the service request.

In 2014, the last time METRO sponsored this event and provided service to the Follies, the fixed route bus was filled to capacity. All customers on this trip will be provided information on riding METRO.

Staff recommends that the Board of Directors approve this request and sponsor the event annually by providing the requested bus service each year as a public transit promotional activity.

IV. FINANCIAL CONSIDERATIONS/IMPACT

Funding to support this request is within the FY16 operating budget of the Operations Department. The cost of the requested service is negligible and will be covered with existing staff and vehicles.

V. ALTERNATIVES CONSIDERED

- Do not sponsor the Santa Cruz follies and do not provide the requested bus service to this event. Staff does not recommend this option as the Santa Cruz Follies is a promotional opportunity for METRO.

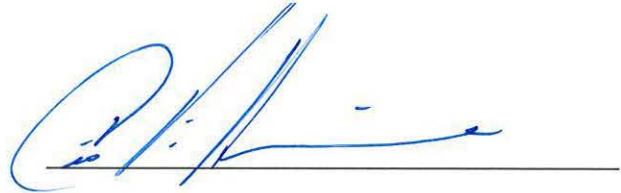
VI. ATTACHMENTS

None

Prepared By: Anna Marie Gouveia, Fixed Route Superintendent

VII. APPROVALS:

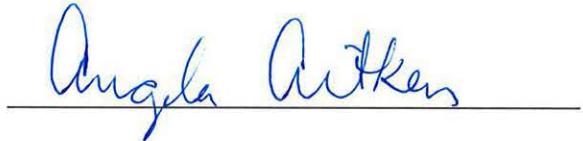
Ciro Aguirre, COO



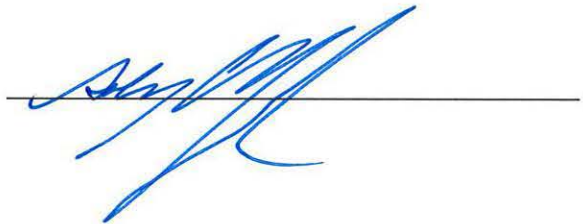
Approved as to form:
Leslyn K. Syren, District Counsel



Approved as to fiscal impact:
Angela Aitken, Finance Manager



Alex Clifford, CEO/General Manager



- THIS PAGE INTENTIONALLY LEFT BLANK -



DATE: June 12, 2015
TO: Board of Directors
FROM: Angela Aitken, Finance Manager
**SUBJECT: RENEWAL OF LIABILITY AND VEHICLE PHYSICAL DAMAGE
INSURANCE PROGRAM COVERAGE WITH CALTIP FOR FY16**

I. RECOMMENDED ACTION

That the Board of Directors authorize payment to the California Transit Indemnity Pool (CalTIP) in the amount of \$487,403 for participation in the FY16 liability and vehicle physical damage insurance coverage programs.

II. SUMMARY

- Santa Cruz Metropolitan Transit District (METRO) carries liability and vehicle physical damage insurance through CalTIP, a pool of California public transit agencies established in 1987.
- The Liability Program Contribution Deposit for FY16 in the amount of \$429,801 provides for general liability, public officials' error and omissions, and limited employment practices liability.
- The Vehicle Physical Damage Program Contribution Deposit for FY16 is \$57,602 for vehicle physical damage insurance coverage.
- Staff recommends that the Board of Directors authorizes payment to the California Transit Indemnity Pool (CalTIP) in the amount of \$487,403 for participation in the FY16 liability and vehicle physical damage insurance coverage programs.

III. DISCUSSION/BACKGROUND

METRO has been a member of CalTIP since its inception in 1987. Each member agency has a representative on CalTIP's Board of Directors. Debbie Kinslow, Assistant Finance Manager, is METRO's appointed director to the Board, and Ciro Aguirre, Chief Operations Officer, is an alternate.

Liability: CalTIP self-funds or "pools" the first \$1 million of liability coverage for any claim. That amount is inclusive of METRO's self-insured retention which is \$250,000. CalTIP purchases reinsurance and excess insurance applying to losses that exceed the \$1 million Pooled Layer. In April 2014, the general liability coverage limit was increased from \$20 million to \$25 million.

The premium for Liability coverage for FY16 is \$429,801, an increase of \$48,679 or 13% from FY15 primarily due to a 10% increase in rates for Reinsurance and Excess Insurance coupled with an increase on a member-by-member basis as a

result of changes in total mileage and full implementation of the administrative deposit allocation methodology.

Vehicle Physical Damage: CalTIP currently self-funds, or “pools”, the difference between the deductibles and \$100,000 of vehicle physical damage coverage for each claim. METRO’s per vehicle deductible is \$500 for non-revenue vehicles, and \$5,000 for buses and Paratransit vehicles. CalTIP purchases excess insurance for losses exceeding the \$100,000 Pooled Layer. The excess insurance provides coverage for losses up to a limit of \$25 million per occurrence.

The premium for vehicle physical damage coverage for FY16 is \$57,602, a decrease of \$6,116 or -10% from FY15. This decrease is the combined impact of a 13% decrease in funding rates, changes in the total insured values (TIV) reported by the members in their vehicle schedules, and an estimated increase in the excess insurance rate of 10%.

Staff recommends that the Board of Directors authorizes payment to the California Transit Indemnity Pool (CalTIP) in the amount of \$487,403 for participation in the FY16 liability and vehicle physical damage insurance coverage programs.

IV. FINANCIAL CONSIDERATIONS/IMPACT

The following, outlines the elements of the above recommendation:

1. Amount of recommendation: \$487,403
2. Source of Funding: FY16 Operating Budget – Finance Department
3. Expense accounts to charge: Insurance Property - 506011 / Insurance PL&PD - 506015

V. ALTERNATIVES CONSIDERED

- Using an alternate insurance carrier would lose many of the other important services provided by CalTIP, including safety and risk control programs; the Field Service Program, Samba FleetWatch, and the Bus Operator Selection Survey (BOSS) to name a few.
- METRO could self-insure – but the agency does not currently have the cash reserves to support such a program.


VI. ATTACHMENTS

None

Prepared By: Debbie Kinslow, Assistant Finance Manager

VII. APPROVALS:

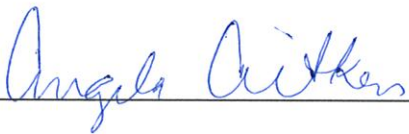
Angela Aitken, Finance Manager



Approved as to form:
Leslyn K. Syren, District Counsel



Approved as to fiscal impact:
Angela Aitken, Finance Manager



Alex Clifford, CEO/General Manager



- THIS PAGE INTENTIONALLY LEFT BLANK -



DATE: June 12, 2015
TO: Board of Directors
FROM: Ciro Aguirre, Chief Operations Officer
SUBJECT: **RECEIVE AND FILE THIS ANALYSIS FOR FIXED ROUTE FLEET
EARLY RELOCATION TO THE NEW JUDY K. SOUZA OPERATIONS
FACILITY**

I. RECOMMENDED ACTION

That the Board of Directors receive and file this report relative to the feasibility of moving the Fixed Route Bus Fleet to the new Operations facility prior to the facility's full completion.

II. SUMMARY

- The Judy K. Souza Operations Building (Operations) bus parking site is near completion
- The Santa Cruz Metropolitan Transit District (METRO) Board requested a report regarding the feasibility of moving the METRO bus fleet from the current parking location at Dubois Street (Dubois) to the new Operations site on River Street
- Staff has analyzed the potential savings related to moving buses from Dubois to Operations prior to the full completion of the new Operations building
- While an early move would produce savings, staff is recommending against it due to the possibility of disruptions to service given the potential operational conflicts with ongoing construction
- Staff recommends METRO Fixed Route Operations remain at Dubois until the new Operations facility is fully completed

III. DISCUSSION/BACKGROUND

In anticipation of completing the Fixed Route Bus parking area at the new Judy K. Souza METRO Operations Facility, 1200 River Street (Operations), the METRO Board of Directors requested a report regarding the feasibility of having the bus fleet relocated from its current location at 115, 125, & 135 Dubois Street (Dubois) back to the new facility prior to the full completion of the facility. The intent was to determine if significant cost savings could be realized from such an early move, by eliminating certain costs associated with leasing the two lots on Dubois, along with a cost savings associated with reduced off-site support services.

With the Operations facility still under construction, the parking area would be the only location available for use. Staff, in collaboration with UTU/SMART and SEIU/PSA union leadership, determined that such an early move from Dubois to Operations would require two additional shuttle vehicles, for a total of three, and staffing to operate them in order to transport Operators from Dubois to Operations.

The additional cost would be offset by savings related to two leased lots at Dubois that would no longer be needed. Additional cost savings would be realized from the reduction in provisional staffing originally employed during the construction project to transport buses from Dubois to Operations for servicing, and then back to Dubois. The move would also eliminate the bi-monthly application of dust suppressant at the Dubois bus parking area.

An analysis revealed that the cost savings over an estimated four month period (July - October 2015) would equate to approximately \$28,295 (see table 1). While there is a cost savings to be realized, the logistics of transporting Operators from Dubois, where they would sign-in, to an offsite location where they would make pull-out, would result in an unnecessary strain on our Operators and would increase the potential of service delays due to traffic congestion experienced at specific times within the Harvey West Complex. Additionally, the Operations facility contractor has provided a recent update reflecting an end of August target for completion.

Staff recommends that METRO continue to operate out of Dubois, as is currently being performed, and await full completion of the Operations facility before moving the bus fleet.

IV. FINANCIAL CONSIDERATIONS/IMPACT

The table below reflects a four month period commencing on July 1 through October 31, 2015. Costs and savings are estimated for relocating the METRO bus fleet from Dubois to Operations. Labor has been calculated at a fully burdened rate.

**Dubois to Operations Bus Fleet Relocation
 Projected Costs/Savings
 Table 1**

ITEMS	Current 4 mo Costs	Costs w/added Shuttle Service	Projected Savings for Services no longer required
Van # 1	\$132,308	\$132,308	\$0
Van # 2	\$0	\$130,405	(\$130,405)
Van # 3 & Hostler	\$0	\$39,822	(\$39,822)
17 Min Travel Time	\$174,628	\$174,628	\$0
4 Vehicle Service Workers	\$116,041	\$0	\$116,041
Dust Suppressant	\$10,000	\$0	\$10,000
Dubois Leases	\$30,480	\$0	\$30,480
Dubois Security	\$42,000	\$0	\$42,000
SUBTOTAL	\$505,458	\$477,163	\$28,295

V. ALTERNATIVES CONSIDERED

- Proceed in moving the Fixed Route bus fleet from Dubois to Operations – Cost savings are minimal and there are significant logistical challenges. Not recommended.


VI. ATTACHMENTS


None

Prepared By: Ciro Aguirre, COO

VII. APPROVALS:

Ciro Aguirre, Chief Operations Officer 

Approved as to fiscal impact:
Angela Aitken, Finance Manager 

Alex Clifford, CEO/General Manager 



DATE: June 12, 2015
TO: Board of Directors
FROM: Director Don Lane
SUBJECT: CONSIDERATION OF APPOINTMENT OF MICHAEL PISANO TO THE METRO ADVISORY COMMITTEE (MAC) FOR A TERM OF OFFICE ENDING JUNE 12, 2017

That the Board of Directors approve the appointment of Michael Pisano to the Metro Advisory Committee (MAC) as the appointment of Director Don Lane for a term of office ending June 12, 2017

I. SUMMARY

- There is currently a vacancy on the Metro Advisory Committee (MAC) for an appointment by Director Don Lane.
- Director Lane is nominating Michael Pisano for appointment to the MAC.
- Pursuant to Section 3.2 of the MAC Bylaws the appointment of Michael Pisano would be eligible for a term that would commence immediately and end June 12, 2017.

II. DISCUSSION/BACKGROUND

On December 19, 2003, after a significant amount of discussion and multiple meetings, the Board approved the creation of a new Metro Advisory Committee (MAC) that replaced the METRO Users Group (MUG), and the Board approved the structure of the new committee. MAC's purpose is to advise METRO's Board of Directors on matters of policy and operations referred to MAC by the board or the CEO/General Manager. MAC may also address issues regarding the quality and quantity of transportation services provided by METRO.

MAC may be made up of anyone from Santa Cruz County who applies and is appointed by a METRO Board Member. Application Forms are used to solicit interested persons to participate on the MAC. Each Board member provides a name of an individual who they want to nominate, and the Board of Directors then confirms the individual. A committee such as the MAC is most effective when it is comprised of a full complement of committee members.

One of the current committee member vacancies is the appointment by Director Don Lane.

Director Lane has indicated that he would like the Board of Directors to consider the nomination of Michael Pisano to serve as a committee member of the MAC. The application of Michael Pisano is attached to this report.

If approved by the Board of Directors, the term for Michael Pisano would commence immediately and conclude on June 12, 2017.

III. FINANCIAL CONSIDERATIONS/IMPACT

The following, outlines the elements of the above recommendation:

- **AMOUNT OF RECOMMENDATION:**
 - Three (3) bus passes per member, per meeting attended
 - Maximum of 33 passes per year which equates to \$330 per year per member
- **SOURCE OF FUNDING:**
 - FY16-FY17 Final Operating Budget – Operating Revenue
- **EXPENSE ACCOUNTS TO CHARGE:**
 - None. These passes are given in exchange for the MAC member's time and attendance at the monthly MAC meetings.
- **FISCAL IMPACT:**
 - There is no significant tangible cost to appoint Michael Pisano as a MAC member.

IV. ALTERNATIVES CONSIDERED

- Leave committee member opening vacant, but quorum to hold monthly meetings would be difficult to reach on a consistent basis.

V. ATTACHMENTS

Attachment A: MAC Application of Michael Pisano

Attachment B: MAC Bylaws – adopted December 16, 2011

Prepared By: Gina Pye, Executive Assistant

VI. APPROVALS:

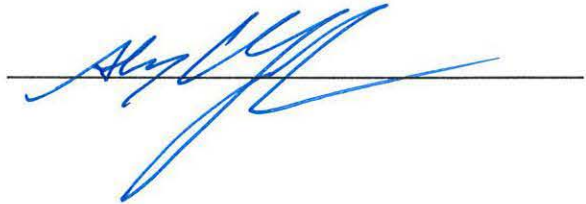
Approved as to form:
Leslyn K. Syren, District Counsel



Approved as to fiscal impact:
Angela Aitken, Finance Manager



Alex Clifford, CEO/General Manager



- THIS PAGE INTENTIONALLY LEFT BLANK -

Attachment A

MAC APPLICATION

Contact Name: Michael Pisano

Street Address: [REDACTED]

Street Address: [REDACTED]

City: Santa Cruz

State: CA

Zip Code: 95060

Day Phone [REDACTED]

Do you ride Santa Cruz METRO fixed route or Paracruz Service: Santa Cruz METRO fixed route

How often do you use Santa Cruz METRO/Paracruz Service: Daily

What are your particular transit interests?: Metro Routes, Metro Bus-stops, and service times.

What do you think are the biggest challenges for Santa Cruz METRO?: Keeping fares low, and increasing ridership.

What do you believe that you will contribute to MAC & Santa Cruz METRO if appointed?: I am very eager to volunteer to help our community. I have over 35 years of business administration experience in private & public areas.

COMMENTS:

Hello,

I use the Santa Cruz Metro system on average three days a week. My wife & I are in the process of downsizing, and just recently sold our second car. We are planning on using alternate forms of transportation to get to and from work, shopping, dining & entertainment. I am eager to volunteer my time to help our local community. My family regularly volunteers at the Grey Bears, SPCA, 180/2020, and other areas around Santa Cruz. I can contribute my very successful 35 years of business administration experience in both public & private organizations.

Thank you for your time & consideration

Michael Pisano

- THIS PAGE INTENTIONALLY LEFT BLANK -



MAC BY-LAWS

Amended/Adopted 12/16/11

Attachment B

Drafted for 9/26/03
Revised for 10/24/03
Revised for 12/19/03
Amended/Adopted 12/19/03
Amended/ Adopted 7/23/04
Amended/Adopted 6/23/06
Amended/Adopted 4/27/07
Amended/Adopted 5/25/07
Amended/Adopted 12/16/11

BYLAWS FOR THE METRO ADVISORY COMMITTEE

Article I **GENERAL PROVISIONS**

§1.1 Purpose

These Bylaws govern the proceedings of the METRO Advisory Committee (MAC), an advisory committee established by the Board of Directors of the Santa Cruz Metropolitan Transit District (METRO).

§1.2 Construction of Bylaws

As used in these Bylaws, “Committee” means the METRO Advisory Committee. These Bylaws shall govern the Committee’s proceedings to the extent they are not inconsistent with METRO Regulations or California or United States Statutes. These Bylaws become effective upon approval by the METRO Board of Directors

§1.3 Definitions

- a. As used in these Bylaws, “chair” means the Chair of the Committee.
- b. As used in these Bylaws, “vice chair” means the Vice Chair of the Committee.
- c. As used in these Bylaws “staff” means staff members that are assigned to support the Committee by the METRO Secretary/General Manager.

Attachment B

Article II DUTIES AND AUTHORITY

§2.1 Duties

It shall be the duty of the Committee to provide advice to the Board of Directors on matters of METRO policy and operations referred to the Committee by the Board or Secretary/General Manager and to perform such additional duties as assigned by the Board. The Committee may also address issues which members or the public raise with respect to the quantity and quality of services provided by METRO.

§2.2 Limitations on Authority

The sole jurisdiction and authority of the Committee is to serve in an advisory capacity to the Board of Directors. It shall not have any authority to take actions that bind METRO or the Board of Directors with the exception that the Committee may design informational signs to be placed on the inside of buses and that the Committee may design and distribute an informational brochure to increase the public's knowledge of the operation and existence of the Committee. Communications by the Committee shall be to and through the Board of Directors. No individual member of the Committee shall be entitled to compensation from METRO, with the exception that Members of the Committee shall receive three (3) system-wide day passes for each monthly meeting that they attend, and any reimbursement for travel or other expenses shall receive specific prior authorization by the Board of Directors.

Article III MEMBERSHIP

§3.1 Membership

The Committee shall be composed of 11 members appointed by the Board of Directors as follows:

Each member of the METRO Board of Directors shall nominate 1 individual to serve as members of the METRO Advisory Committee. Appointments to the METRO Advisory Committee shall be made by the METRO Board of Directors.

All members shall be residents of the County of Santa Cruz. When making its appointments, the Board shall strive to balance the membership to reflect the ethnic, gender, and geographic diversity of the County. At least 4 of the individuals appointed to

Attachment B

the Committee shall be persons with disabilities as evidenced by possession of a METRO Discount Photo Identification Card. No member of the Board of Directors or other elected public official shall be appointed to the Committee. No employee of METRO or any agency that provides funding to, or contracts with, METRO shall be appointed to the Committee. However, individuals that have been selected to participate on the ADA Appeals Panel, to participate in the Bus Operator Sensitivity Training, or who are employed by the University of California, Santa Cruz in departments other than the Transportation and Parking Services (TAPS), or in the offices that directly supervise TAPS, shall be exempt from the financial/contracting prohibition for Committee members outlined in this section.

§3.2 Members' Terms

The term of membership of each Committee member shall be two years, commencing with the date of appointment by the METRO Board. Members may be re-appointed for additional terms as approved by the METRO Board of Directors.

§3.3 Absences

If a member accumulates total absences from Committee Meetings of four, without excuse, and two, with excuse, in any twelve-month period, the position shall automatically be declared vacant. In the event of a known absence to an upcoming MAC Meeting it is expected of the MAC Member(s) that they will contact the Santa Cruz Metropolitan Transit District Front Office Administration Staff by telephone as soon as the occurring absence is known and no later than 12:00PM (noon) on the day of the meeting and that failure to make said contact will constitute an unexcused absence unless circumstances restrict such contact. The member of the Board of Directors that nominated such Committee member shall be notified of the vacancy so that they can nominate a successor to be appointed to fill the remainder of that Committee member's term.

§3.4 Vacancies

The member of the Board of Directors who nominated the original member shall nominate a replacement candidate to fill a position on the Committee that is declared vacant. The appointment of the replacement member shall be made by the Board of Directors.

Attachment B

Article IV OFFICERS

§4.1 Chair and Vice Chair

The Committee shall elect from its membership a Chair and a Vice Chair at its first meeting of the calendar year, to serve for a one-year term. The chair shall preside at all meetings of the Committee and represent the Committee before the Board of Directors. The Vice Chair shall perform the duties of the Chair when the Chair is absent. In the event of a vacancy in the chair's position, the vice chair shall succeed as chair for the balance of the Chair's term and the Committee shall elect a successor to fill the vacancy in the Vice Chair's position as provided below. In the event of a vacancy in the Vice Chair's position, the Committee shall elect a successor from its membership to fill the Vice Chair's position for the remainder of the vice chair's term.

§4.2 Staff Support

The Secretary/General Manager of METRO shall make arrangements to furnish clerical services to prepare and distribute the Committee's agendas, notices, minutes, correspondence and other materials. The METRO staff assigned to support the committee shall maintain a record of all proceedings of the Committee as required by law and shall perform other support duties to the committee as assigned by the Secretary/General Manager. The minutes of each meeting, when approved by the Committee, shall be transmitted to the METRO Board of Directors.

Article V MEETINGS

§5.1 Regular Meetings

Regular meetings of the Committee shall be held not less than once each calendar quarter, on the third Wednesday of the month that is selected for the meeting. Whenever a regular meeting falls on a holiday observed by METRO, the meeting shall be held on another day or canceled at the direction of the Committee. A rescheduled regular meeting shall be designated a regular meeting.

§5.2 Special Meetings

The Chair may call a special meeting. The meeting shall be called and noticed as provided in Section 5.3 below.

Attachment B

§5.3 Calling and Noticing of Meetings

All meetings shall be called, noticed and conducted in accordance with the applicable provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code). The Secretary/General Manager and METRO Counsel shall be given notice of all meetings.

§5.4 Quorum; Vote

The presence of 6 members shall constitute a quorum for the transaction of business. However, when there are vacancies on the Committee the quorum shall be reduced to a majority of the number of Members appointed to the Committee, with the provision that a quorum shall never be less than four (4) Members. All official acts of the Committee shall require the affirmative vote of the majority of members present, providing that a quorum is maintained at all times.

§5.5 Thirty Minute Rule

If a quorum has not been established within thirty minutes of the noticed starting time for the meeting the meeting shall be cancelled.

§5.6 Matters Not Listed On the Agenda Requiring Committee Action

Except as provided below, a matter requiring Committee action shall be listed on the posted agenda before the Committee may act upon it. The Committee may take action on items not appearing on the posted agenda under any of the following conditions:

- a. Upon a determination by an affirmative vote of the Committee that an emergency exists, as defined in Section 54956.5 of the Government Code.
- b. Upon a determination by a two-thirds vote of the Committee, or if less than two-thirds of the members are present, a unanimous vote of those members present, there is a need to take immediate action and the need to take action came to the attention of the Committee subsequent to the agenda being posted.

§5.7 Time Limits for Speakers

Each member of the public appearing at a Committee meeting shall be limited to three minutes in his or her presentation, unless the Chair, at his or her discretion, permits

Attachment B

further remarks to be made. Any person addressing the Committee may submit written statements, petitions or other documents to complement his or her presentation. Public presentations that have been scheduled prior to the meeting with the Committee Chair shall not be subject to the time limits contained in this section.

§5.8 Impertinence; Disturbance of Meeting

Any person making personal, impertinent or indecorous remarks while addressing the Committee may be barred by the chairperson from further appearance before the Committee at that meeting, unless permission to continue is granted by an affirmative vote of the Committee. The Chair may order any person removed from the Committee meeting who causes a disturbance or interferes with the conduct of the meeting, and the Chair may direct the meeting room cleared when deemed necessary to maintain order.

§5.9 Access to Public Records Distributed at Meeting

Writings which are public records and which are distributed during a Committee meeting shall be made available for public inspection at the meeting if prepared by the METRO staff or a member of the Committee, or after the meeting if prepared by some other person.

Article VI

AGENDAS AND MEETING NOTICES

§6.1 Agenda Format

The agenda shall specify the starting time and location of the meeting and shall contain a brief general description of each item of business to be transacted or discussed at the meeting. The description shall be reasonably calculated to adequately inform the public of the subject matter of each agenda item. The agenda may include recommendations for Committee action as appropriate.

§6.2 Public Communications

Each agenda for a regular meeting shall provide an opportunity for members of the public to address the Committee on matters of interest to the public either before or during the Committee's consideration of the item, if it is listed on the agenda, or, if it is not listed on the agenda but is within the jurisdiction of the Committee, under the agenda item heading "Oral/Written Communications". The Committee shall not act upon an item that is not listed on the agenda except as provided under Section 5.8. Each notice for a

Attachment B

special meeting shall provide an opportunity for members of the public to directly address the Committee concerning any item that has been described in the notice for the meeting before or during consideration of that item.

§6.3 Agenda Preparation

The METRO Staff assigned to the Committee shall prepare the agenda for each meeting in consultation with the Chair. Material intended for placement on the agenda shall be delivered to the secretary on or before 12:00 Noon on the date established as the agenda deadline for the forthcoming meeting. The METRO Staff, in consultation with the chair, may withhold placement on the agenda of any matter that is not timely received, lacks sufficient information or is in need of staff review and report prior to Committee consideration.

§6.4 Agenda Posting and Delivery

The written agenda for each regular meeting and each meeting continued for more than five calendar days shall be posted by the METRO Staff at least 72 hours before the meeting is scheduled to begin. The written agenda for every special meeting shall be posted by the METRO Staff at least 24 hours before the special meeting is scheduled to begin. The agenda shall be posted in a location that is freely accessible to members of the public. The agenda together with supporting documents shall be transmitted to each Committee member, the Secretary/General Manager and the METRO Counsel at least five days before each regular meeting and at least 24 hours before each special meeting.

§6.5 Meeting Notices

The METRO Staff shall transmit notices of every regular meeting at least one week prior to the date set for the meeting to each person who has filed a written request with METRO for such notice as provided in Section 54954.1 of the Government Code. The notice shall be mailed at least one week prior to the date set for the meeting. Notice of special meetings called less than seven days prior to the date set for the meeting shall be given as soon as is practical.

Article VII MISCELLANEOUS

§7.1 Adoption and Amendment of Bylaws

Attachment B

These Bylaws shall be effective upon approval by the METRO Board of Directors.

§7.2 Committee Process

The intent of the Committee shall be to provide consensus based advice and recommendations to the METRO Board of Directors.

Approved by Board of Directors: December 16, 2011

- THIS PAGE INTENTIONALLY LEFT BLANK -



DATE: June 12, 2015
TO: Board of Directors
FROM: Erich Friedrich, Senior Transportation Planner
**SUBJECT: REVIEW AND COMMENT ON THE SANTA CRUZ COUNTY REGIONAL
TRANSPORTATION COMMISSION'S DRAFT PASSENGER RAIL
FEASIBILITY STUDY**

I. RECOMMENDED ACTION

That the Board of Directors receive a presentation and provide comments on the Draft Passenger Rail Feasibility Study to be communicated to the Santa Cruz County Regional Transportation Commission.

II. SUMMARY

- The Santa Cruz County Regional Transportation Commission (RTC) released the Draft Passenger Rail Feasibility Study for public review on May 21, 2015.
- Santa Cruz Metropolitan Transit District (METRO) has been actively participating in the development of the draft study from a bus interface perspective and feedback from the Board of Directors is vital to the project.
- The draft study analyzes several different service scenarios and evaluates their feasibility based on community goals and objectives.
- Of the several scenarios, two are considered feasible for additional consideration— scenarios “E” and “S”.
- METRO staff recommends that the Board of Directors receive a presentation and provide comments on the Study.
- The CEO recommends the METRO Board of Directors request that the RTC Board adopt a policy commitment that all planning, construction, implementation, operation, maintenance and capital expenditures of any future rail service shall not be funded with local, state, or federal funding sources currently or anticipated to be programmed by METRO for operations and capital functions, inclusive of anticipated and actual growth in such funding sources. Further that the RTC identify additional funds required to provide bus service to future rail stations.

III. DISCUSSION/BACKGROUND

Background

In October 2012, the Santa Cruz County Regional Transportation Commission (RTC) purchased the Santa Cruz Branch Rail Line for \$14.2 million. The majority of funding used for the purchase of the rail line was Prop 116 state bond funds designated for expanding passenger rail service. The 32-mile rail corridor between Watsonville and Davenport had traditionally been used for rail freight with limited information on the feasibility of future passenger rail service, prompting the need for the Passenger Rail Feasibility Study.

The RTC received a transit planning grant from the California Department of Transportation (Caltrans) to analyze the feasibility of passenger rail service on the Santa Cruz Branch Rail Line. In May 2014, the RTC issued a contract with Fehr & Peers, a consulting firm specializing in transit planning, and their team of sub-consultants to conduct the study. METRO is receiving up to \$18,000 from the grant to advise the consultants and RTC staff throughout the study on bus related interfaces.

This high-level study focuses on public rail transit options within the most populated sections of the rail corridor. The study includes cost, ridership, and funding options for a range of transit service scenarios. Along with extensive public engagement and peer agency review, this study was developed in partnership with METRO, Iowa Pacific/Santa Cruz & Monterey Bay Railway, and Caltrans who provided oversight as members of the Project Team.

Key Findings

- The technical analysis and evaluation of the seven service scenarios found that phased implementation of rail service on the Santa Cruz Branch Rail Line may be feasible.
- Differences between the scenarios include: type of train technology, speed of implementation, initial capital costs, ongoing operating costs, operational subsidies required, and advancement of community goals.
- Ridership estimates range from 480,000 to 1,413,000 passengers per year (base year).
- Funding for construction would need to be secured from competitive grants or other capital funding sources.
- Some, or all, funding for operations would need to be secured from a local transportation ballot measure.

- Of seven scenarios analyzed, two considered for future study include:
 - Start up limited service (Scenario S) between Bay Street in Santa Cruz (connecting to buses to UCSC and Westside Santa Cruz) and Seacliff Village (with bus connections to Cabrillo College). Includes minimal upgrades to the rail line, fewer stations, and fewer trains in off-peak hours, using leased locomotive vehicles.
 - Local Service between Westside Santa Cruz and Aptos Village (Scenario E), serving 9 stations, with 30-minute headways, upgrades to the rail line and new Diesel Multiple Unit (DMU) vehicles.

The Executive Summary is attached (**Attachment A**). The Executive Summary, full plan and appendices are available for download on the RTC website – www.sccrtc.org/rail. Hard copies are also available for review at the RTC's downtown Santa Cruz office and the Santa Cruz Central, Aptos and downtown Watsonville libraries.

METRO staff recommends that the Board of Directors provide comments on the Passenger Rail Feasibility Study.

Additionally, the CEO recommends the METRO Board of Directors request that the RTC Board adopt a policy commitment that all planning, construction, implementation, operation, maintenance and capital expenditures of any future rail service shall not be funded with local, state, or federal funding sources currently or anticipated to be programmed by METRO for operations and capital functions, inclusive of anticipated and actual growth in such funding sources. Further that the RTC identify additional funds required to provide bus service to future rail stations.

Next Steps

RTC staff will review comments received through **July 31, 2015**, seek RTC Board guidance on issues identified by the public, and request that the consultant team conduct additional analysis if needed. Fehr & Peers will prepare the final report for presentation to the RTC in the fall, including next step recommendations for consideration.

There are several ways for members of the community to learn more and provide input on the Draft Study:

- At the time that this report is presented, the RTC will have held an open house to present the results of the study on June 4 in mid-county at the Live Oak Community Room at Simpkins Family Swim Center on 17th Avenue.

- An online survey will be available June 4 to July 8 from www.sccrtc.org/rail
- Written comments can be submitted to the RTC [online](http://sccrtc.org/rail) (sccrtc.org/rail), by using the comment form, or via [email](mailto:info@sccrtc.org) to: info@sccrtc.org with the subject: “Draft Rail Study Comments”, or by postal mail.

IV. FINANCIAL CONSIDERATIONS/IMPACT

The RTC is the lead agency on the Passenger Rail Feasibility Study and is the direct recipient of the Caltrans Planning Grant. METRO is receiving up to \$18,000 from the grant to advise Fehr & Peers and the RTC staff throughout the study on bus related interfaces. The CEO has assigned the Planning Staff to this project and their time is carefully logged and invoiced to RTC for reimbursement.

V. ALTERNATIVES CONSIDERED

- The Board could choose not to provide input on the Passenger Rail Feasibility Study. Staff does not recommend this option. The study implies potential feasible service along the Branch Rail Line and if implemented will impact current bus service and potentially compete for current bus operation and capital funding sources. Additionally there will be costs associated with increasing and/or adjusting bus service to interface with any future rail stations. Therefore it is important that the concerns of the METRO Board are documented in the RTC’s public input effort.

VI. ATTACHMENTS

Attachment A: Executive Summary – Draft Passenger Rail Feasibility Study

Prepared By: Erich Friedrich, Senior Transportation Planner
Rachel Moriconi, Senior Transportation Planner (RTC Staff)
Karena Pushnik, Senior Transportation Planner (RTC Staff)

VII. APPROVALS:

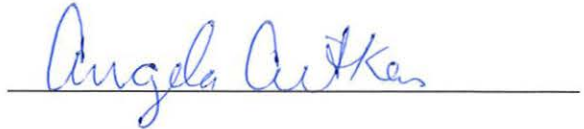
Thomas Hiltner,
Acting Planning and Development Mgr.



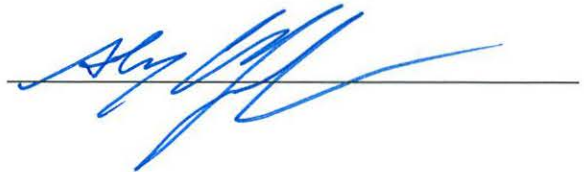
Approved as to form:
Leslyn K. Syren, District Counsel



Approved as to fiscal impact:
Angela Aitken, Finance Manager



Alex Clifford, CEO/General Manager



- THIS PAGE INTENTIONALLY LEFT BLANK -



0.0 EXECUTIVE SUMMARY

Is passenger rail transit service feasible in Santa Cruz County? What criteria should be used to define what is feasible? How can the community maximize use of the publicly-owned Santa Cruz Branch Rail Line? How much would it cost and how many people would ride trains? Could it help advance the community’s mobility, environmental, economic, and other goals? Is there a “starter” passenger rail service that could be implemented in the near term, and then augmented as demand and resources change? Could passenger rail service be part of an integrated transportation network? How will passenger rail service be coordinated with existing transit service, freight trains, and the planned Monterey Bay Sanctuary Scenic Trail Network – especially the 32 mile rail-with-trail project? These are some of the questions that spurred policy makers, agency staff, and community members to investigate if rail transit could serve some of Santa Cruz County’s extensive transportation needs.

The Santa Cruz County Regional Transportation Commission (RTC) received a transit planning grant from the California Department of Transportation (Caltrans) to evaluate the feasibility of passenger rail transit service on the Santa Cruz Branch Rail Line. Rail transit provides regularly scheduled public transportation with established fares, using either locomotive-hauled or self-propelled railroad passenger cars on a fixed guideway (rail).¹ In May 2014, the RTC hired a team of consultants, led by Fehr & Peers to conduct this high-level study,



based on their extensive transit planning experience. The study includes technical analysis of several public transportation service scenarios (developed based on input from the public), ridership projections, capital and operating cost estimates, review of train technologies, and evaluation of funding options. Service scenarios were evaluated against multiple goals and objectives identified by the community, and compared to other rail transit systems in the nation. The report also discusses integration with other rail corridor uses; connectivity to other bus and rail services; and identifies feasible options for further analysis, environmental clearance, engineering, and construction, if the community decides to implement rail transit service on the Santa Cruz Branch Rail Line.

¹ While there are many different types of passenger service that could operate on the Santa Cruz Branch Rail Line, this study focuses on public transportation options using the fixed guideway rail, characterized by passenger train service (using either locomotive hauled or self-propelled passenger cars) operated on a regular basis by or under contract with a public transit agency or Joint Powers Authority for the purpose of transporting passengers within urbanized areas, or between urbanized areas and outlying areas.





STUDY AREA

The Santa Cruz Branch Rail Line is a continuous transportation corridor offering a variety of mobility options for residents, businesses, and visitors. In October 2012 the RTC completed acquisition of the rail line, which has been a transportation corridor since the mid-1870s, bringing it into public ownership. Funding for acquisition was approved by the voters of both Santa Cruz County and the state of California. The rail corridor (see **Figure ES-1**) spans approximately 32 miles of Santa Cruz County’s coast from Davenport to Watsonville/Pajaro, runs parallel to the often congested Highway 1 corridor, and connects to regional and state rail lines. This underutilized transportation corridor is within one mile of more than 92 parks, 42 schools and approximately half of the county’s population. Based on public input, travel patterns, and analysis of existing and forecast future demographic conditions, this study focuses on the most populous and congested sections of Santa Cruz County – from the western edge of the city of Santa Cruz to downtown Watsonville; though service north west to Davenport is not precluded from future analysis.

Figure ES-1: Santa Cruz Branch Rail Line



Source: SCCRTC, 2015



Although Santa Cruz County is not considered a metropolitan area, the topography of the area concentrates development between the ocean and the mountains. The county's population density is one of the highest in California, about 600 people per square mile overall, with areas along the rail line significantly higher (City of Santa Cruz and the Seacliff area are over 4,000 people/square mile; Live Oak almost 5300 people/square mile, Twin Lakes area and City of Watsonville over 7,000 people/square mile).²

PURPOSE OF STUDY

The RTC was awarded a federal transit planning grant by Caltrans to conduct a passenger rail study for the Santa Cruz Branch Rail Line. The objective of this study is to analyze potential commuter rail service scenarios, along with potential station locations that could serve Santa Cruz County. If found to be feasible, this analysis is intended to lay the groundwork for decisions about pursuing more detailed definitions of operational characteristics and costs. Overall objectives of the study include:

- Analyze the feasibility of passenger rail service on the Santa Cruz Branch Rail Line.
- Identify, evaluate and compare a range of near- and long-term passenger rail service options.
- Understand how commuter and/or intercity passenger rail service can improve people's access to jobs, schools, recreation, goods/services, and other activities.
- Provide data regarding ridership potential, capital and operating/maintenance costs, revenue projections, and connectivity with other transportation modes.
- Identify governance and financing options.
- Meet sustainable communities, greenhouse gas emission reduction and natural environment protection goals.
- If found to be feasible, provide the community with practical recommendations regarding implementation of passenger rail service, in accordance with forecasted ridership demand and funding.
- If the community decides to implement passenger rail service, recommendations on station locations and train passing sidings will assist local entities in ensuring coordination of land use, transit, trail, and freight plans along the corridor.
- Involve the community and the RTC board in the decision making process.

² <http://quickfacts.census.gov/qfd/states/06000.html>



Why Consider Rail Transit for the Santa Cruz Branch Line?

When considering the current state of our strained infrastructure and the housing shortage in the County, as well as anticipated growth in population and jobs, we are faced with many questions. How will people get around? Where will they live? What kind of jobs will they find? What does this mean for quality of life? Will our highways support our growing transportation needs? Essential for a stronger local economy and quality of life, improvements in the housing supply and the transportation network will be needed.

“I don’t think we should plan for a [transportation] system that’s 1956. We should plan for 2045.”

—Anthony Foxx,
US Secretary of Transportation

- **The need to ease traffic congestion.** Congestion is not just an inconvenience – it is costly. Unpredictable trip times, wasted fuel and lost time are costs paid by residents and businesses alike. Trips taken by rail could free up capacity and provide relief for those able to use an alternative to Highway 1.
- **Rising demand for complete communities.** Walkable neighborhoods with good quality transit service and a variety of essential services nearby are increasingly desirable.
- **Rail supports compact land use** that allows cities and counties to make the most of existing infrastructure and reduce the number of miles driven through more integrated transportation and land use planning.
- **Reduce emissions.** Rail transit could reduce the number of miles people drive and decrease associated greenhouse gas and other emissions.
- **Improve connectivity.** A commuter rail service would provide a new option for travel within the County, and could connect with rail services to adjoining counties, the San Francisco Bay Area and Southern California.
- **Scalable.** Once investment is made in basic infrastructure such as track, structures, signals and stations, capacity of trains can be increased by adding railcars as demand grows.
- **Funding landscape is changing.** The state’s new Cap and Trade program includes significant funding for conventional as well as high-speed rail investments and is expected to grow over time.

Passenger rail service could contribute to or support many existing policies and goals of the RTC, local government, environmental groups and local business organizations. Coordination and collaboration with these other entities would be essential to realize many goals and policies. As the backbone of a more diverse transportation system, rail service would need to be integrated with existing fixed route bus service. It is not realistic to represent passenger rail as the singular solution to many problems, yet it could provide a very strong supporting role in the future development of healthy sustainable communities in Santa Cruz County.





Study Limitations

The scope of this study is limited to a high-level analysis of rail transit options along the Santa Cruz Branch Rail Line. This is not a detailed service or implementation plan. If the community decides to move forward with implementing service, environmental review and engineering level design work would be initiated to provide more detailed analysis of potential environmental impacts, station locations, parking needs, and integration with the planned Monterey Bay Sanctuary Scenic Trail (MBSST or “rail trail”). Train operating schedules would be evaluated and coordinated with METRO buses. Also, evaluation of multimodal transportation improvements along the heavily-traveled Santa Cruz to Aptos corridor is also in process as part of the Santa Cruz County Unified Corridors Plan. Starting with development of a multimodal county level travel demand model, the Unified Corridors Plan will analyze transportation investments on the parallel routes of Highway 1, Soquel Avenue/Drive and the Santa Cruz Branch Rail Line to identify the combination of investments that most effectively move people and provide transportation choices.

The RTC recognizes that there are also other options for the rail right-of-way that have been analyzed in the past or could be analyzed in the future. This includes other passenger rail service – such as recreational rail service or intercity rail service to the San Francisco Bay Area or Monterey County; or expanded freight service. Some members of the community have also expressed interest in using the Santa Cruz Branch Rail Line for bus rapid transit (BRT) or personal rapid transit (PRT). Expanding rail transit service up to Felton and other parts of San Lorenzo Valley, and operating train service from Santa Cruz to San Jose over the Santa Cruz Mountains have also been mentioned frequently. This study does not preclude future analysis of these and other options, but they are outside of the scope of this study.

MEASURING FEASIBILITY: GOALS AND OBJECTIVES

An initial step in development of this study, the RTC solicited input from the public on the goals, objectives and measures that should be used to evaluate the feasibility of rail service. Goals and objectives identified as priorities by the community are shown in **Figure ES-2**. These goals and objectives for rail transit in Santa Cruz County are consistent with regional, state and federal transportation planning goals and objectives related to access, mobility, maintenance, efficiency, economic vitality, safety, quality of life, and the environment.





Figure ES-2: Study Goals and Objectives

Transportation Alternatives/Choices	Sustainability	Cost Effectiveness
<p>GOAL 1: Provide a convenient, competitive and accessible, travel option</p>	<p>GOAL 2: Enhance communities & the environment, support economic vitality</p>	<p>GOAL 3: Develop a rail system that is cost effective and financially feasible</p>
<p>More Options Provide additional and competitive travel options to address the current and future needs of the community (including employment, school, visitor, shopping, recreational, neighborhood and other daily trips)</p>	<p>Reduce Traffic Reduce the number of cars on Highway 1 and local roads</p>	<p>Cost to Benefit (Cost Effectiveness) Develop a rail system that is cost effective</p>
<p>Ridership Increase the number of people using transit</p>	<p>Climate Reduce fuel consumption, greenhouse gas emissions, and air pollution</p>	<p>Cost per Rider Generate sufficient ridership to minimize per rider and system costs</p>
<p>Faster Travel Times Reduce how long it takes to get places</p>	<p>Other Car Impacts Reduce need for parking, road expansion and other land use effects of cars (preserve open space and reduce sprawl in other areas)</p>	<p>Existing Resources Optimize use of existing infrastructure</p>
<p>Transit Connections Connect to the existing (METRO) bus transit system</p>	<p>Serve Major Destinations Locate stations in areas with high concentrations of housing, jobs, services, visitors and activities</p>	<p>Financially Feasible Develop a system that keeps operating and capital costs to a minimum</p>
<p>Bike & Walk Connections Ensure connectivity to sidewalks, bike lanes and Monterey Bay Sanctuary Scenic Trail (or Rail-Trail)</p>	<p>Economy Support access to jobs, shopping, tourist, and other economic activity centers/opportunities</p>	<p>Funding Options Identify service options that are competitive for local, state, & federal funding sources</p>
<p>Non-Drivers Expand options for seniors, children, people with disabilities, low-income, and those who cannot or do not drive</p>	<p>Revitalization Stimulate sustainable development and revitalization of areas near stations</p>	<p>Efficiencies Maximize operational efficiencies, build partnerships with public and private agencies, groups and interests</p>
<p>Visitors Expand options for visitors and tourists to reduce traffic congestion</p>	<p>Minimize Impacts Minimize negative impacts of trains on neighborhoods, adjacent property owners, and the environment (including traffic, noise, parking, construction, etc.)</p>	
<p>Reliability Make it easier to predict how long it will take to get places (Improve reliability of transit travel times)</p>	<p>Safety Provide safety measures to avoid conflicts between trains & cars, bicyclists or pedestrians</p> <p>Consistency Ensure consistency with local, regional, state, and federal plans and policies</p>	



STATIONS AND SCENARIOS ANALYZED

Based on existing and forecasted future travel patterns, as well as input from community members, technical stakeholders and rail peers, a series of station locations and service scenarios were analyzed for this study. The project team conducted a high-level, initial screening of ten service scenario concepts, with varying station locations, termini, and service hours. This included a qualitative assessment of ridership potential, capital costs, and connectivity to local, regional, state transit and intercity rail systems. Taking into consideration the initial screening, service scenarios (which represent a range of costs and near and longer term implementation potential, were selected for more detailed evaluation.

- Limited Service, Santa Cruz \leftrightarrow Capitola: Weekday and weekend service limited to primary stations³ and a few key visitor destinations (Scenario B)
- Peak Express Service, Santa Cruz \leftrightarrow Watsonville: Service hours limited to peak weekday commute hours (Scenario D)
- Local Service, Santa Cruz \leftrightarrow Aptos: Weekday and weekend service to primary and secondary stations, including service near Cabrillo College (Scenario E)
- Expanded Local Service, Santa Cruz \leftrightarrow Watsonville: Weekday and weekend service to primary and secondary stations expanded to Watsonville (Scenario G)
- Santa Cruz \leftrightarrow Watsonville Locomotive-Powered (can comingle with freight): Weekday and weekend service to primary and secondary stations (Scenario G1)
- Regional Rail Connector, Santa Cruz \leftrightarrow Pajaro: service connecting to future Capitol Corridor/Amtrak and Coast Daylight service at Pajaro to test potential for ridership demand with regional rail accessibility (Scenario J)
- Limited Starter Service, Santa Cruz \leftrightarrow Seacliff/State Park Drive: Very limited weekday and weekend service hours and station stops utilizing locomotives. (Scenario S)

While this represents a range of rail transit service options, the locations where trains start and stop (route/termini), the number and location of station stops, service days and times, vehicle types, passing sidings, station design and other factors could ultimately reflect a scalable hybrid of these scenarios and could change over time if and when the community decides to add rail transit service.

³ Potential station locations anticipated to have higher ridership potential were identified as “primary stations”. “Secondary stations” also have promising ridership potential, but not as high as primary stations. Other potential station locations were screened out for this analysis; however could ultimately be developed, in-step with growth in ridership potential (jobs, housing, infrastructure development or transit connections) or be utilized at special time periods (such as seasonal weekends or for special events).



TECHNICAL ANALYSIS: RIDERSHIP AND COSTS

Technical analysis of the scenarios described above included ridership forecasts, capital cost estimates, as well as operations and maintenance cost estimates.

Ridership: Fehr & Peers conducted a ridership modeling analysis to determine potential ridership demand at each station under each scenario. Based on existing travel and land use patterns, population and employment levels, as well as projected train travel times, the ridership models found that in the base year,⁴ up to 1.65 million passengers per year (5,500 daily weekday boardings) would ride trains between Santa Cruz and Watsonville in Scenario G, which serves the greatest number of stations with the most frequency. In 2035, ridership could increase for this same service to over two million annual boardings. For the base year, the scenario with trains limited to morning and evening peak commute hours, serving significantly fewer stations had the lowest ridership estimate of 1,100 per day (287,500 annual boardings in Scenario D).

Capital Costs: In order to assess the capital needs of each scenario, consultants RailPros conducted an assessment of existing infrastructure conditions and identified upfront and long-term cost estimates for the track, signal systems, crossings, stations, vehicles, and other components. In many instances, to minimize construction impacts once service is initiated and to reduce maintenance needs, full replacement and reconstruction of many rail elements is recommended and included in the cost estimates; though it is possible to initiate passenger service before making all of the upgrades identified. The initial infrastructure construction costs (capital outlay) range from a low of \$23 million (Scenario B: Capitola to/from Santa Cruz) to a high of approximately \$48 million (Scenario G1: Watsonville to/from Santa Cruz using locomotives). In addition to the base (or “raw”) construction estimates, the study assumes an additional 30 percent for support costs (e.g. preliminary design and environmental review, preparing construction documents, permitting, construction management) and a 30 percent contingency. Not surprisingly, the capital cost is closely related to the amount of line that is utilized for passenger service, number of stations, and number of rail vehicles. The cost estimates are conceptual, based on recent unit costs on other rail projects, as no engineering was performed for this feasibility-level study. Actual capital costs could range between 70 percent and 130 percent of these estimates, with more precise cost estimates only available following detailed surveying and engineering analysis.

Operations and Maintenance: LTK Engineering Services developed travel time forecasts, identified where new passing tracks (sidings) may be required to allow trains traveling in opposite directions to pass, as well as annual operating and maintenance costs. This analysis found that with the capital upgrades identified, including new passing sidings, it would take 36 or 41 minutes for trains to travel between Santa Cruz and

⁴ “Base year” is based on 2010 AMBAG Regional Travel Demand Model information.



Watsonville, depending on the number of station stops (6 or 10, respectively). Service between the Westside of Santa Cruz to Capitola Village would take 16 minutes.

Estimated operating and maintenance costs included in this study vary depending on the number and distance of trains operating per day. Generally, the cost per revenue hour of \$376 was assumed in this study, using an average cost from similar peer rail systems. This number includes fuel, operator salaries, general rail and station maintenance, and other ongoing expenses utilizing a Diesel Multiple Unit (DMU) vehicle. Vehicle maintenance per DMU train set is assumed to be \$173,000 per year. General Administration, which includes marketing, security, scheduling, and other administrative activities, is assumed to be an extra 38 percent. The operating costs for scenarios utilizing locomotives pulling coaches are higher due to the additional vehicles and fuel use.

Table ES-1 provides a summary of the ridership, travel time, and cost estimates for each scenario analyzed. Preliminary capital and operating costs for Scenario S were provided by Iowa Pacific, then adjusted for consistency regarding contingency and support costs, Positive Train Control, and labor rates.

TABLE ES –1: SUMMARY OF TECHNICAL ANALYSIS

Metric	Scenario B SC-Cap	Scenario D Peak: SC-W	Scenario E SC-Aptos	Scenario G SC-W	Senario G1 – FRA SC-W	Scenario J SC-Pajaro	Scenario S SC- Seacliff
Track Miles	6.6	20.5	9.5	20.5	20.5	21.8	7.6
One-way Travel Time	16 min	36 min	23 min	41 min	41 min	43 min	25 min
Trains per weekday (both directions)	60	24	60	60	60	12	36
Number of vehicles (train sets)	3	4	3	5	5	2	3 (leased)
Number of stations (weekday)	6	6	9	10	10	10	4 + 1 seasonal
Operating hours per year (rev train hours)	9800	4313	9800	13,591	13,591	5024	5513
Annual service miles (revenue train miles)	145,000	136,000	204,000	400,000	400,000	56,000	91,500
Annual Boardings Low Estimate (Base Year)	846,000	287,500	1,413,000	1,509,000	1,509,000	528,000	420,000
Annual Boardings High Estimate (2035)	1,287,000	405,000	1,926,000	2,031,000	2,031,000	741,000	660,000



TABLE ES –1: SUMMARY OF TECHNICAL ANALYSIS

Metric	Scenario B SC-Cap	Scenario D Peak: SC-W	Scenario E SC-Aptos	Scenario G SC-W	Senario G1 – FRA SC-W	Scenario J SC-Pajaro	Scenario S SC- Seacliff
Daily weekday boardings Low Estimate (Base Year)	2,800	1,100	4,700	5,000	5,000	1,750	1,400
Daily weekday boardings High Estimate (2035)	4,300	1,600	6,400	6,800	6,800	2,500	2,200
Annual O&M cost <i>(operations, vehicle maintenance, general admin, & contingency)</i>	\$6.9M	\$3.8M	\$6.9M	\$9.9M	\$14M	\$3.7M	\$5.4M
“Raw” Construction-only outlay cost <i>(excluding vehicles, support and contingency)</i>	\$23M	\$40M	\$28M	\$41M	\$48M	\$41M	\$19.7M
Upfront Capital Cost (Outlay) <i>(tracks, stations, vehicles, +30% contingency & 30% support)</i>	\$77M	\$119M	\$85M	\$133M	\$176M	\$93M	\$31.5M <i>(vehicle lease under O&M)</i>
Total Capital Outlay/mile	\$12M	\$6M	\$9M	\$6M	\$9M	\$4M	\$4M

Source: Fehr & Peers, LTK, RailPros, 2015, Scenario S – Iowa Pacific, adjusted for consistency

Notes: SC =Santa Cruz, Cap = Capitola, W = Watsonville, FRA = Federal Railroad Administration; “Raw” items include capital construction costs such as tracks, stations, and sidings.

FUNDING ASSESSMENT

A core component of demonstrating feasibility for any transit project is the ability to secure adequate funding for project implementation (planning, environmental review, design, procurement and construction) and for ongoing system operations and maintenance. Initiation of new passenger rail service in Santa Cruz County will require a combination of federal and/or state capital funding, as well as new revenues for ongoing operations. This study includes an inventory of existing and potential new federal, state, regional, local, and private funding sources and identifies funding strategies or recommendations for sources or mechanisms that are most reasonable to pursue. The study also evaluated a range of passenger fare levels that could optimize revenues without significantly impacting ridership levels.





A base assumption used for this study was that funding sources used to fund the existing bus transit system would not be redirected to fund rail transit. The study found that a successful funding strategy for any scenario will need to include a new countywide sales tax with some portion dedicated to rail and some combination of the following sources – U.S. Department of Transportation TIGER grant program, Federal Transit Administration (FTA) §5309 Fixed Guideway Small Starts grant program, and/or California Cap and Trade program funds. Additional potential sources of revenue include regional shares of state and federal funds (e.g. State Transportation Improvement Program), federal Economic Development Administration public works grants, FTA §20005(b) Transit Oriented Development (TOD) grants, developer fees, smart cities, sustainable communities, healthy neighborhoods and other land use or planning type grants; as well as public-private partnerships (P3).

Taking into consideration the universe of sources that may be available for capital and ongoing operations, it appears unlikely that capital costs in excess of \$100 million can be met with grant programs and other sources that currently exist or could be potentially available. As with capital needs, annual operating subsidies in excess of \$10 million annually would be difficult to achieve in the current funding environment.

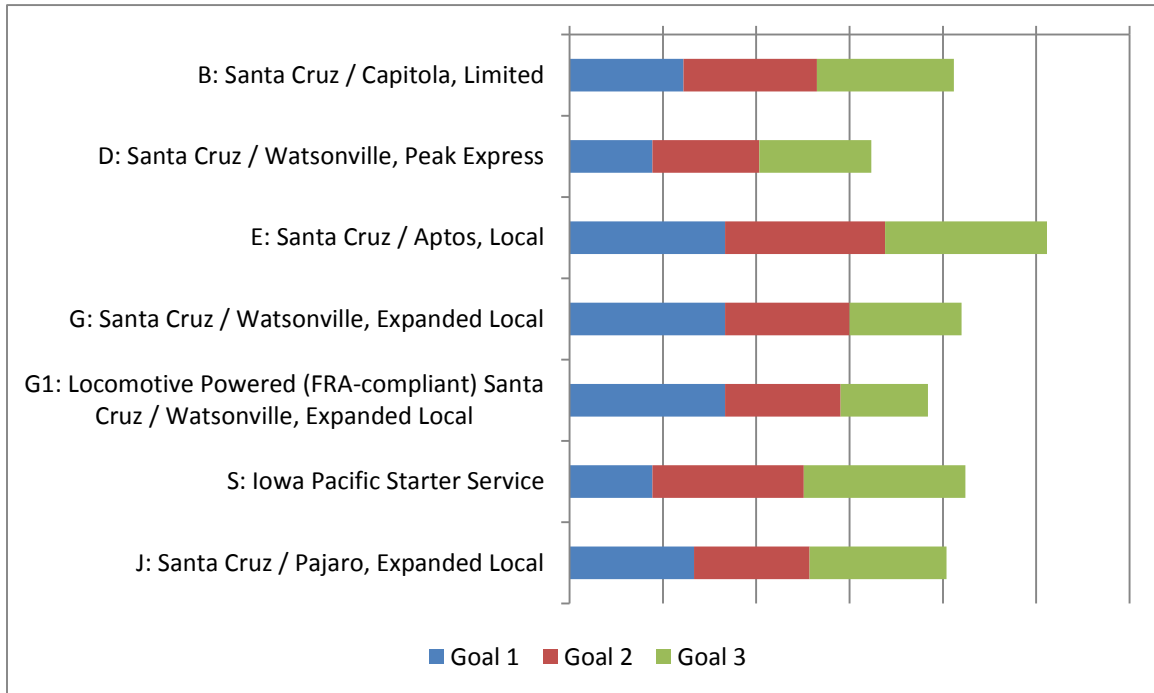
OTHER EVALUATION MEASURES/FEASIBILITY

In addition to the base metrics of ridership and cost described above, an evaluation framework was developed to evaluate rail transit service along the Santa Cruz Branch Rail Line in the context of the goals and objectives identified by the community for this study. Each of the seven scenarios was comparatively evaluated against several quantifiable metrics. These evaluation measures included criteria to measure transit operations and performance, connectivity and quality of access, livability and economic vitality, neighborhood and environmental impacts, impacts of construction on homes and businesses, capital and operating costs, and funding competitiveness. Comparing the seven service scenarios based on the evaluation measures and goals (Figure ES-3) each with equal weight, Scenario E (local service between Santa Cruz and Aptos Village), Scenario G (local service between Santa Cruz and Watsonville), and Scenario S scored the highest. Scenario D (Watsonville/Santa Cruz Peak Express), which only operates during peak commute hours, scored the lowest.



Figure ES-3: Evaluation of Scenarios

Advancement of project goals



GOAL 1 - Transportation Alternatives/Choices: Provide a convenient, competitive and accessible, travel option

GOAL 2 – Sustainability: Enhance communities & the environment, support economic vitality

GOAL 3 - Cost Effectiveness: Develop a rail system that is cost effective and financially feasible

Source: Fehr & Peers, 2015

PREFERRED ALTERNATIVE RECOMMENDATIONS

This study evaluates the feasibility of implementing rail transit service along the Santa Cruz Branch Rail Line based on how well the range of potential service scenarios advance goals and objectives identified by the community. The technical analysis and evaluation of the service scenarios found that phased implementation of rail service within Santa Cruz County is feasible.

Of the seven service scenarios, two potential strategies for implementing passenger rail transit service on the Santa Cruz Branch Line are recommended to move forward for further analysis. Both strategies are feasible options for introducing rail transit service on the corridor; the ultimate decision by the RTC Board to pursue and implement either option will be based on key decision factors.

- Option 1 (Higher investment) – Rail Transit | Scenario E, Santa Cruz to Aptos, Local Service.





- Option 2 (Lower investment) – Railroad | Scenario S, Santa Cruz to Seacliff, Limited Local Service.

Both service options are feasible from a constructability and operational standpoint. Both Scenario E and Scenario S would improve accessibility and mobility along a section of this passenger rail corridor that is currently underutilized.⁵ Available funding, ability to achieve community goals, and customer needs are the key factors to be considered by RTC when making a determination of which service alternative or hybrid of scenarios to pursue for implementation. Feasibility will rely heavily on securing a new sales tax with a portion of the funds dedicated for ongoing operation of rail transit service and which would provide an attractive match to federal and/or state grants for capital infrastructure.

NEXT STEPS/ IMPLEMENTATION

Implementation considerations include: regulatory requirements, freight integration, governance structure for operations, project development activities, and potential funding strategies. Based on the findings in this study, the following recommendations and action plan are organized into near-term (1-5 years) and mid-term (5-10 years) horizons with the objective of providing RTC with a program to follow for further planning, identification of funding sources, and potential implementation of service by the year 2025.

- Draft Environmental Studies and Conceptual Engineering –near-term.
- Preferred Alternative and Preliminary Engineering –near-term.
- Final Design, Construction Documents, and Funding – near-term
- Right-of-way (ROW) Acquisition for stations and sidings, if needed – near-term
- Contractor Procurement – mid-term
- Construction – mid-term
- Vehicle Procurement – mid-term
- Opening – mid-term

Other considerations that need to be addressed when passenger rail service moves through subsequent planning and design activities towards implementation include:

- Integration/coordination with freight service
- Rail line governance

⁵ With the exception of excursion services and occasional freight service in the Watsonville area.



- Regulatory agency requirements
- Coordination with Santa Cruz METRO
- Ridership forecasting using FTA Simplified Trips-on-Project Software (STOPs) methodology required for federal funding
- Funding competitiveness and procurement

PUBLIC INVOLVEMENT

Public interest in this study is high, as demonstrated by extensive public input gathered at the project outset in 2014. Broad community participation helped shape this study. Information about the study is posted online at: www.sccrtc.org/rail, was distributed through an eNews email group with over 1,700 subscribers. In summer 2014, 2,000 members of the community participated in online questionnaires, or attended public workshops and meetings. The community provided input on study goals and objectives, evaluation measures, service scenarios, station locations, and operating hours. Through this Draft Study, the RTC requests that the community consider the results of ridership, revenue and cost estimates and engage in a thoughtful discussion about the feasibility of future rail transit service. To receive additional information about the passenger rail study and to participate in the discussion, sign up for eNews at: <http://www.sccrtc.org/about/esubscriptions/>. Comments on the draft study should be submitted to the RTC.





DATE: June 12, 2015
TO: Board of Directors
FROM: April Warnock, Paratransit Superintendent
SUBJECT: **ADOPTION OF TITLE VII TO THE SANTA CRUZ METRO ADMINISTRATIVE CODE ADDING PROCEDURES FOR REASONABLE MODIFICATIONS/ ACCOMMODATIONS IN METRO'S ADA POLICY AND COMPLAINT PROCEDURES**

I. RECOMMENDED ACTION

That the Board of Directors Adopt a Resolution to Establish Chapter 1 to Title VII of the Santa Cruz METRO Administrative Code

II. SUMMARY

- Title II and III of the Americans with Disabilities Act (ADA) requires transportation agencies to provide a service that is accessible to individuals with disabilities.
- Beginning on July 13, 2015, the Department of Transportation will require transportation agencies to comply with the revised ADA requirements regarding reasonable accommodations and modifications.
- Transportation agencies are required to designate a responsible employee and adopt procedures for the submittal and processing of requests for reasonable accommodations.
- Santa Cruz METRO has created an Administrative Code to codify policies enacted by the Board of Directors. Staff requests that the Board adopt the proposed amendment to the ADA Policy and Complaint Procedure, incorporating a reasonable modification procedure.

III. DISCUSSION/BACKGROUND

In order to meet its legal obligations to disabled patrons, Santa Cruz METRO has established a grievance procedure for patrons with a disability who allege that METRO's services, programs or activities are out of compliance. METRO's ADA Complaint Procedure was established to assist an individual with a disability in filing a formal complaint with METRO.

By July 13, 2015, transportation agencies must adopt procedures that provide due process standards and prompt an equitable resolution of complaints. These standards must include procedures for submitting a request for reasonable modification, along with procedures for filing a complaint, and they must be made

available to the public through the same means the agency uses to inform the public about the agency's other policies and practices.

As a public transit agency that provides fixed route and ADA complementary Paratransit service, Santa Cruz METRO must make reasonable modifications/ accommodations to its policies and practices to ensure program accessibility to those individuals with disabilities. Santa Cruz METRO staff made revisions to the ADA Policy and Complaint Procedures, which are attached as proposed Chapter 1 to Title VII of the Administrative Code (*Attachment A*). Article IV of the proposed code provides the process for requesting a reasonable modification/ accommodation. The proposed Administrative Code includes a "*Request for Reasonable Modification*" form (*Appendix D to Attachment A*) that a customer may use to facilitate his/her request.

The Department of Transportation (DOT) requires that transportation agencies, provide reasonable accommodations, unless providing such accommodations are an undue financial and administrative burden, or constitute a fundamental alteration of the program or activity.

DOT also added a requirement that transportation agencies designate a responsible employee and adopt procedures for individuals to submit, and for the agency to process requests for reasonable modifications. Santa Cruz METRO has selected its Chief Operating Officer (COO) as the designate to respond to all customer requests for modifications. The COO will evaluate all requests for reasonable modifications, and provide a written response to the individual requestor within ten (10) business days.

These changes will affect Fixed Route and Paratransit operators. A new Policy is being created to assist Fixed Route and Paratransit operators in accommodating requests for reasonable modifications/ accommodations. In addition, the Paracruz Customer Guide is being revised to reflect these modifications and will be brought to the Board in late June.

IV. FINANCIAL CONSIDERATIONS/IMPACT

There are no financial considerations at this time other than staffing costs which will be absorbed in the annual budget.

V. ALTERNATIVES CONSIDERED

- Do nothing is an alternative, but staff does not recommend this action, as it would violate METRO's legal requirements under the ADA and compromise METRO's receipt of federal funds.

VI. ATTACHMENTS

Attachment A: Resolution adopting Chapter I to Title VII of the Santa Cruz METRO Administrative Code

Prepared By: Rickie-Ann Kegley, Paralegal
Leslyn Syren, District Counsel
April Warnock, Paratransit Superintendent

VII. APPROVALS:

April Warnock
Paratransit Superintendent



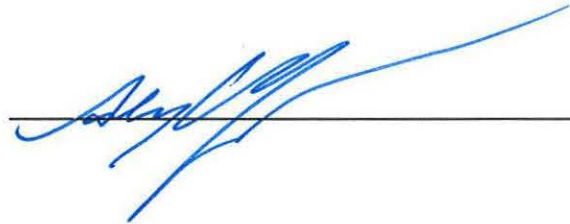
Approved as to form:
Leslyn K. Syren, District Counsel



Approved as to fiscal impact:
Angela Aitken, Finance Manager



Alex Clifford, CEO/General Manager



Attachment A

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: _____

ADOPTION OF CHAPTER 1 TO TITLE VII OF THE SANTA CRUZ METRO ADMINISTRATIVE CODE

WHEREAS, Title II and Title III of the Americans with Disabilities Act (ADA) requires the Santa Cruz Metropolitan Transit District (District) provide a service that is accessible to individuals with disabilities; and

WHEREAS, on September 7, 1995, the District's ADA Complaint Procedure (AR-1002) was established to assist an individual with a disability in filing a formal complaint with the District's General Manager; and

WHEREAS, beginning July 13, 2015, the Department of Transportation will require transportation agencies to comply with the revised ADA requirements regarding reasonable accommodations and modifications; and

WHEREAS, the ADA Complaint Procedure has been amended to designate the Chief Operating Officer (COO) as the responsible employee to evaluate and respond to all requests for reasonable modifications brought forth under Chapter 1 to Title VII of the District's Administrative Code;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, that it hereby resolves, determines and orders as follows:

1. The ADA Complaint Procedure (AR-1002) previously adopted is hereby rescinded.
2. The ADA Policy and Complaint Procedures attached and labeled "Exhibit A" is hereby adopted, including appendices labeled:
 - a. "Appendix A" - ADA Complaint Form;
 - b. "Appendix B" - Complaint Procedure;
 - c. "Appendix C" - Notice Under the Americans with Disabilities Act (ADA);
 - d. "Appendix D" - Request for Reasonable Modification Form.
3. Any future complaints or requests for reasonable modifications shall be consistent with the ADA Policy and Complaint Procedures adopted by this resolution.

Attachment A

PASSED AND ADOPTED by the Board of Directors of the Santa Cruz Metropolitan Transit District on June _____, 2015, by the following vote:

AYES: DIRECTORS –

NOES: DIRECTORS –

ABSENT: DIRECTORS –

DENE BUSTICHI
Chairperson

ATTEST:

ALEX CLIFFORD
CEO/General Manager

APPROVED AS TO FORM:

LESLYN K. SYREN
District Counsel

Attachment A

**EXHIBIT A, SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
RESOLUTION NO. _____**

ADA POLICY AND COMPLAINT PROCEDURES

(Attached)

- THIS PAGE INTENTIONALLY LEFT BLANK -

Exhibit A

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

ADMINISTRATIVE CODE

TITLE VII – ADA POLICY AND COMPLAINT PROCEDURES

CHAPTER 1

ADA COMPLAINT PROCEDURE

(This Chapter replaces AR-1002)

Table of Contents:

Article I	General Requirements
Article II	Purpose and Applicability
Article III	Designation of Responsible Employee, Communication and Auxiliary Aids
Article IV	Reasonable Modifications/Accommodations
Article V	Transportation Service
Article VI	Evaluation of Services, Programs and Activities
Article VII	Grievance Procedure
Article VIII	Appendices

Article 1

General Requirements

§ 7.1.101 It is the policy of the Santa Cruz Metropolitan Transit District (hereinafter Santa Cruz METRO) that all its services, programs, and activities when viewed in their entirety, are readily accessible in accordance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, as amended (hereinafter “ADA/504”).

§7.1.102 It is the policy of the Santa Cruz METRO that in accordance with ADA/504, no qualified individual with a disability shall, on the basis of disability be excluded from participation in or be denied the benefits of the services, programs, or activities of Santa Cruz METRO or be subjected to discrimination. Santa Cruz METRO will make reasonable modifications, provide auxiliary aids, and remove barriers in order to

provide a transit service that is accessible to and usable by individuals with disabilities.

- §7.1.103** Santa Cruz METRO is adopting this policy in order to affirm its commitment to the ADA/504 statutes and regulations with regard to its services, programs, and activities.
- §7.1.104** Neither Santa Cruz METRO nor its employees or contractors shall retaliate, coerce, intimidate, threaten or interfere with any individual in the exercise of his/her rights pursuant to ADA/504 statutes and regulations or because that individual aided or encouraged any other individual in the exercise or enjoyment of any right granted or protected by the ADA/504 statutes and regulations.
- §7.1.105** Neither Santa Cruz METRO nor its employees or contractors shall discriminate against any individual because that individual has opposed any act or practice made unlawful by the ADA/504 statutes or regulations or because that individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding or hearing under the ADA/504 statutes or regulations.

Article II

Purpose and Applicability

- § 7.1.201** Every Santa Cruz METRO employee and contractor must adhere to this Policy and procedures, adopted to implement this policy.
- §7.1.202** Following this Policy does not relieve a Santa Cruz METRO employee or contractor of complying with applicable Federal and California laws and regulations.
- §7.1.203** Members of the public may utilize this Policy to either make a complaint or to request a reasonable modification.

Article III

Designation of Responsible Employee, Communication And Auxiliary Aids

- §7.1.301** The Chief Operating Officer (hereinafter "COO") or his/her designee shall coordinate Santa Cruz METRO's efforts to comply with and carry out its responsibilities pursuant to the ADA/504, including any investigation of any complaint alleging Santa Cruz METRO's noncompliance with the ADA/504 or actions on the part of Santa Cruz METRO that are prohibited by the ADA/504.
- §7.1.302** The COO or his/her designee shall ensure that all Santa Cruz METRO's services, programs, and activities when viewed in their entirety, are readily accessible to those individuals with disabilities as defined in the ADA/504 statutes and regulations and that reasonable modifications are available.

- §7.1.303** Should an employee become aware that a Santa Cruz METRO service, program, or activity is out of compliance with the ADA/504, he/she is strongly encouraged to immediately inform his/her supervisor, manager, the COO, District Counsel, or the Chair of the Board of Directors of the noncompliance. Upon receipt of such notification, the investigative procedure set forth in Article VII shall be followed.
- §7.1.304** The COO or his/her designee shall make information available to individuals including individuals with disabilities, concerning Santa Cruz Metro's duties under the ADA/504 and how the ADA/504 applies to Santa Cruz METRO's services, programs and activities.
- §7.1.305** The COO or his/her designee shall take steps to ensure that Santa Cruz METRO can effectively communicate with individuals with disabilities (including applicants, participants and members of the public) as it does with others. Auxiliary aids and services where necessary to afford an individual with a disability an equal opportunity to participate in and enjoy the benefits of a service, program or activity conducted by Santa Cruz METRO shall be provided in accordance with the ADA/504 statutes and regulations. In determining the type of auxiliary aid and service necessary, Santa Cruz METRO will give primary consideration to the requests of the individual with disabilities.
- §7.1.306** The COO or his/her designee shall ensure that when Santa Cruz METRO employees communicate with individuals with impaired hearing or speech by telephone that telecommunication devices for the deaf or equally effective telecommunications systems are in place in accordance with ADA/504.
- §7.1.307** The COO or his/her designee shall ensure that interested persons including persons with impaired vision or hearing can obtain information as to the existence and location of accessible services, activities and facilities in accordance with ADA/504.
- §7.1.308** Santa Cruz METRO shall provide signage at all inaccessible entrances to each of its facilities, directing users to an accessible entrance or to a location at which they can obtain information about accessible facilities. The international symbol for accessibility shall be used at each accessible entrance of a facility.
- §7.1.309** The COO or his/her designee shall utilize appropriate Santa Cruz Metro employees or consultants necessary to fulfill Santa Cruz METRO responsibilities pursuant to this policy/procedure.
- §7.1.310** The COO or his/her designee shall ensure that Santa Cruz Metro employees are trained on this policy/procedure in order to ensure compliance.

Article IV

Reasonable Modifications/Accommodations

- §7.1.401** Santa Cruz METRO's Fixed Route Operators and Paracruz Operators will provide a reasonable modification at the request of an individual with a disability, provided that the requested accommodation does not fundamentally alter the nature of the service, program or activity, or result in an undue financial and administrative burden.
- §7.1.402** An individual with a disability who wishes to make a request for a reasonable modification shall submit their request to Santa Cruz METRO's Chief Operating Officer (COO). An ADA Request for Reasonable Modification Form (Appendix A) may be used to facilitate this request.
- A. Whenever feasible, requests for reasonable modifications shall be submitted, evaluated and responded to before Santa Cruz METRO is expected to provide the modified service.
- §7.1.403** The COO will evaluate all requests for reasonable modifications, and provide a written response to the individual requestor within ten (10) business days.
- §7.1.404** An individual requesting a reasonable modification shall describe why the requested modification is needed in order to use Santa Cruz METRO's transit services.
- §7.1.405** A request for reasonable modification may be denied only for one or more of the following reasons:
- A. Granting the request would fundamentally alter the nature of the service, activity, or program;
- B. Granting the request would create a direct threat to the health or safety of others (including the driver and/or other passengers);
- C. Without the requested modification, the individual with a disability is able to fully use Santa Cruz METRO's service, activity, or program for their intended purpose; or
- D. Granting the request would cause an undue financial and administrative burden.
- §7.1.406** If a request for a reasonable modification is denied, Santa Cruz METRO shall take, to the maximum extent possible, alternative actions (that would not result in a fundamental alteration) to ensure that the individual with a disability receives the services or benefit provided by Santa Cruz METRO.
- §7.1.407** If an individual with a disability does not agree with Santa Cruz METRO's decision, he/she may file a grievance with Santa Cruz METRO, as outlined in Article VII of this policy.

§7.1.408 Either the CEO/GM or the District's Board of Directors may respond to a grievance filed under this part that concerns a request for modification.

Article V

Transportation Service

§7.1.501 Neither Santa Cruz METRO nor its employees will discriminate against an individual with a disability in connection with the provision of transportation service.

§7.1.502 Neither Santa Cruz METRO nor its employees will on the basis of disability, deny to any individual with a disability the opportunity to use its public transportation service if the individual is capable of using that service with or without a reasonable modification.

§7.1.503 The COO or his/her designee shall ensure that its public transportation service meets the standards and requirements set forth in the ADA/504 statutes and regulations.

Article VI

Evaluation of Services, Programs and Activities

§7.1.601 The COO or his/her designee shall periodically, but not less than every 2 years, conduct an evaluation of Santa Cruz METRO's current services, programs, and activities and the effects thereof, that may or may not meet the requirements of the ADA/504 statutes and regulations.

§7.1.602 The COO or his/her designee shall review the Santa Cruz METRO's services, programs and activities and prepare an evaluation report for the Board of Directors' review.

§7.1.603 The COO or his/her designee shall provide an opportunity to interested persons, including individuals with disabilities and other organizations representing individuals with disabilities, to participate in the self-evaluation process by submitting comments, to a draft evaluation report.

§7.1.604 The Evaluation Report for the Board of Directors shall include the following:

- A. A list of the interested persons consulted;
- B. A description of areas examined and any problems identified;
- C. If problems are identified, a description of the proposed modification; and
- D. An implementation schedule to ensure that the modifications are made in a timely fashion.

§7.1.605 Once the Board of Directors has accepted the Evaluation Report, the COO or his/her designee shall ensure that the implementation schedule for the necessary modifications is followed in accordance with the adopted schedule.

§7.1.606 This policy/procedure does not require Santa Cruz METRO to take any action that it can demonstrate would result in a fundamental alteration in the nature of its service, program, or activity or in undue financial and administrative burdens. The COO or his/her designee shall make the decision that compliance would result in such alteration or burdens after considering all resources available for use in the funding and operation of the service, program, or activity and such decision must be accompanied by a written statement of the reasons for reaching that conclusion. If an action would result in such an alteration or such burdens, Santa Cruz METRO shall take any other action that would not result in such an alteration or such burdens but would nevertheless ensure that, to the maximum extent possible, individuals with disabilities receive the benefits or services provided by the Santa Cruz METRO.

Article VII

Grievance Procedure

§7.1.701 Any person with a disability or his/her authorized representative (family member, caregiver, disability advocate, or disability organization, i.e. Central Coast Center for Independent Living, Community Bridges, Senior Network Services, or the like) who believes that Santa Cruz METRO's programs, activities or services are not in compliance with the ADA/504 statutes or regulations shall put his/her concerns in writing, with the complainant signing the document to attest to the accuracy of the complaint (if possible)¹. The complaint can then be directed to any of the following individuals who are required to keep the information contained in the complaint confidential:

1. Santa Cruz METRO
110 Vernon Street
Santa Cruz, California 95060
Attention: Chief Operating Officer
(831) 426-6080-phone (TDD 711 (TTY/Voice))
(831) 426-6117-facsimile
caguirre@scmtd.com
2. Pacific Station
920 Pacific Avenue, Suite 21
Santa Cruz, California 95060

¹ Representative may sign on behalf of a complainant whose disabilities prevent him/her from being able to execute the document.

Attention: Accessible Services Coordinator
(831) 423-3868-phone (TDD 711 (TTY/Voice))
(831) 423-1024-facsimile
jdaughert@scmttd.com

3. Customer Service
Pacific Station 920 Pacific Avenue
Santa Cruz, CA 95060
Attention: Supervisor of Customer Service
(831) 425-8600-phone (TDD 711 (TTY/Voice))
(831) 423-1024-facsimile
mboyce@scmttd.com

§7.1.702 If an individual is unable to utilize a written complaint format, because of a disability, he/she may contact Santa Cruz Metro's Customer Service Supervisor at (831) 425-8600, who will tape record the conversation with the individual's knowledge and consent. The individual making the complaint must identify himself/herself (for verification purposes only) and provide all other necessary information in order for the complaint to be processed. The complaint will be mailed to the individual for verification and signature (if possible). The complaint will not be processed until the complaint is received back by Santa Cruz Metro, signed by the individual or, if unable because of a disability to sign the form, by the representative, as verification of its accuracy.

§7.1.703 The complaint shall identify the service, program or activity, which is alleged to be out of compliance with ADA/504 statutes or regulations. The complaint shall set forth the time, date, place and the circumstances giving rise to the alleged violation and shall identify those individuals who are believed to have information regarding the alleged violation. A complaint must be filed no later than 90 days from the date of the alleged discrimination unless the time for filing is extended by the COO or his/her designee for good cause.

§7.1.704 A complaint form², which is attached to this policy, can be used for this grievance procedure or to appeal a decision related to a request for modification. Complaint forms shall be made available in accessible formats upon request. A complaint form can be obtained by the following methods:

- A. At the Santa Cruz METRO Website, www.scmttd.com;
- B. By calling Santa Cruz METRO's Executive Assistant at (831) 426-6080, (TDD 711 (TTY/ voice)) a complaint form can be mailed;
- C. By calling Santa Cruz METRO's Accessible Services Coordinator at (831) 423-3868, (TDD 711 (TTY/voice)) a complaint form can be mailed;

² The form is not required to process a complaint. Any written format is acceptable or tape recording as provided in Article 7.02.

- D. Complaint forms can be picked up at the following locations:
1. Customer Service Booth at Pacific Station;
 2. Watsonville Transit Center, 475 Rodriguez Street, Watsonville;
 3. Santa Cruz METRO's Administrative Offices, 110 Vernon Street, Santa Cruz;
or
 4. Accessible Services Coordinator at Pacific Station, 920 Front Street, Suite 21, Santa Cruz.

- §7.1.705** If the complaint is received by anyone other than the COO, a METRO employee in receipt of the complaint shall forward it to the COO or his/her designee within 2 working days of receipt. The COO shall immediately provide a copy to the Chair of the Board of Directors, the Chief Executive Officer (CEO)/General Manager, District Counsel, and the Santa Cruz METRO Manager who is responsible for the program, service or activity that is identified as being out of compliance.
- §7.1.706** The identity of complainants shall be kept confidential, at their election, during the conduct of an investigation, hearing or proceeding conducted pursuant to this grievance procedure. However, when such confidentiality is likely to hinder the grievance investigation, or proceeding, the complainant will be advised for the purpose of waiving the privilege.
- §7.1.707** The Santa Cruz METRO Manager who is responsible for the program, service or activity that is alleged to be out of compliance shall promptly investigate the alleged complaint and shall prepare a written response within 10 working days of his/her receipt of the complaint. The Manager may consult with appropriate Santa Cruz METRO staff in the preparation of his/her response to the complaint.
- §7.1.708** The COO or his/her designee shall then speak (meeting or telephone conversation) with the complainant, at which time the complainant may give written or oral evidence supporting the allegation that provisions of the ADA/504 have been violated. The COO shall review and consider the response prepared by the Manager identified in Article 7.07, all the information provided by the complainant and any other evidence available regarding the allegations in the complaint. The COO shall prepare a written report of his/her findings and if corrective action is required a timetable for the completion of such action.
- §7.1.709** Within 15 working days following receipt of the initial complaint, the COO shall inform the complainant of his/her findings and any corrective action to be taken as a result of the complaint together with the timetable for completion of such action.
- §7.1.710** If the complainant is not satisfied with the findings and/or action of the Chief Operating Officer or his/her designee, then the complainant may file his/her complaint together with any other supporting documentation within 5 working days of his/her receipt of the results of the Chief Operating Officer's investigation, with the Chair of the Board of Directors by providing it to the Executive Assistant, 110 Vernon Street, Santa Cruz, CA, 95060. The Chair of the Board of Directors upon

review of the entire file, shall take appropriate action in order to insure ADA/504 compliance. The Complainant shall be notified of what actions, if any, will be taken as a result of the review by the Chair within 10 working days of the Chair's notification that the complainant is not satisfied with the results of the Chief Operating Officer's investigation.

- §7.1.711** The timelines applicable to this procedure may be waived by the COO if he/she finds that there is good cause for a waiver.
- §7.1.712** Santa Cruz METRO shall retain documents arising out of the grievance procedure for at least three (3) years and the COO or his/her designee shall maintain relevant information in a database in a confidential manner.
- §7.1.713** Participation in this Grievance Procedure is voluntary. Nothing contained herein shall preclude a complainant from taking any other appropriate legal or administrative action against Santa Cruz Metro, should its programs, services or activities be out of compliance with the ADA/504.

Article VIII

Appendices

- A. ADA Complaint Form
- B. Complaint Procedures
- C. Notice Under ADA
- D. Request for Reasonable Modification Form

APPENDIX A
COMPLAINT FORM

**(For Americans with Disabilities Act (ADA)
Rehabilitation Act of 1973 (504) Complaints)**

Please indicate by checking the box, if you wish to have your identity kept confidential

Name of Complainant: _____
Address of Complainant: _____

Telephone Number: _____
E-mail Address: * _____
Date of Complaint: _____
Date of Violation: _____
Time of Violation: _____
Place of Violation: _____
Bus/Van Number:** _____
Bus/Van Route:** _____
General physical description of driver** _____

Identify service, program or activity out of ADA/504 compliance: _____

Summary of violation (attach additional sheets as necessary): _____

Identify individuals by name and address that have information relating to the violation:

Signature of Complainant/Representative

Date

*Optional
** if applicable

APPENIDX B

COMPLAINT PROCEDURE

1. Return completed Complaint Form within 90 days of the alleged violation to any of the following:

<p>1. Santa Cruz METRO 110 Vernon Street Santa Cruz, CA 95060 Attention: Chief Operating Officer (831) 426-6080-phone (TDD 711 (TTY/Voice)) (831) 426-6117-facsimile caguirre@scmtd.com</p>	<p>2. Pacific Station 920 Pacific Avenue, Suite 21 Santa Cruz, CA 95060 Attn: Accessible Services Coordinator (831) 423-3868-phone (TDD 711 (TTY/Voice)) (831) 423-1024-facsimile jdaugher@scmtd.com</p>	<p>3. Customer Service Pacific Station 920 Pacific Avenue Santa Cruz, CA 95060 Attn: Supervisor of Customer Service (831) 425-8600-phone (TDD 711 (TTY/Voice)) (831)423-1024-facsimile mboyce@scmtd.com</p>
--	---	--

2. The Chief Operating Officer (COO)/designee shall conduct an investigation into the alleged violation. The complainant may be contacted during the course of the investigation;
3. The COO/designee shall notify the complainant of the results of the investigation within 15 working days;
4. If the Complainant is not satisfied with the response from the COO/designee, the complainant may file the complaint, together with any supporting documentation with the Chair of the Board of Directors by providing it to the Executive Assistant, 110 Vernon Street, Santa Cruz, California 95060 within 5 working days of receipt of the response from the COO/designee; and
5. The Chair shall have 10 working days to review the complaint and the investigation and report prepared by the COO/designee and to determine if any additional action needs to occur to ensure compliance with the ADA/504.

APPENDIX C

NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT (ADA)

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act of 1973, as amended (504) the Santa Cruz Metropolitan Transit District (Santa Cruz METRO) will not discriminate against qualified individuals with disabilities on the basis of disability in Santa Cruz METRO's services, programs, or activities. Santa Cruz Metro will not tolerate acts of retaliation against anyone exercising his/her rights under the ADA/504.

Santa Cruz METRO does not discriminate on the basis of disability in its hiring or employment practices. Santa Cruz METRO will not ask a job applicant about the existence, nature, or severity of a disability. Applicants may be asked about their ability to perform specific job functions. Medical examinations or inquiries may be made, but only after a conditional offer of employment is made and only if required of all applicants for the position. Santa Cruz METRO will make reasonable accommodations for the known physical or mental limitations of a qualified applicant or employee with a disability upon request unless the accommodation would cause an undue hardship on the operation of Santa Cruz METRO's business. Santa Cruz METRO will make an individualized assessment of whether a qualified individual with a disability meets selection criteria for employment decisions. To the extent its selection criteria for employment decisions have the effect of disqualifying an individual because of disability; those criteria will be job-related and consistent with business necessity.

Santa Cruz METRO will provide transportation services in accordance with the ADA/504 statutes and regulations. Santa Cruz METRO will provide appropriate auxiliary aids and services, including qualified sign language interpreters and assistive listening devices, whenever necessary to ensure effective communication with members of the public who have hearing, sight, or speech impediments, unless to do so would result in a fundamental alteration of its programs or an undue administrative and financial burden. A person who requires an accommodation or an auxiliary aid or service to participate in a Santa Cruz METRO program, service, or activity, should contact METRO's Executive Assistant at (831) 426-6080 (TDD 711 (TTY/voice)) for assistance as far in advance as possible but not later than 48 hours before the scheduled event.

Santa Cruz METRO will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy.

In order to satisfy itself that it is meeting its obligations under the ADA/504, Santa Cruz METRO has established a grievance procedure for persons with a disability who allege that METRO's services, programs or activities are out of compliance. Should you need a complaint form, to file a grievance, or if you have questions or concerns regarding METRO's compliance with the Americans with Disabilities Act or Section 504 of the Rehabilitation Act of 1973 please contact the Chief Operating Officer at (831) 426-6080 (TDD 711 (TTY/voice)).

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT



REQUEST FOR REASONABLE MODIFICATION

This form is to be completed in full by the Customer or his/her Representative.

Customer's Name: _____ Date: _____

Telephone No.: _____ Best time to contact: _____ AM/PM

I am a: (Circle one) ParaCruz client Fixed Route customer

List the Route Number (if applicable): _____

Describe the specific modification to service, program or activity being requested: _____

Will this modification allow you to use the Fixed Route service or ParaCruz service effectively?

Has this modification previously been requested?

****(Remainder of form to be completed by METRO Staff)***

Check here if this form was completed by a METRO Employee.

Employee Name: _____ Signature: _____

REQUEST FOR REASONABLE MODIFICATION: GRANTED ____ DENIED ____

If granted, indicate what modification will be provided. If denied, explain the rationale for this decision:

Management Review:

Date Completed: _____

Manager who assisted in process: _____ Initials: _____
Signature

Approved by Chief Operating Officer: _____ Date: _____

- THIS PAGE INTENTIONALLY LEFT BLANK -



DATE: June 12, 2015

TO: Board of Directors

FROM: Maria Granados-Boyce, Customer Service Supervisor

SUBJECT: CONSIDERATION OF APPROVAL OF A RESOLUTION REGARDING SANTA CRUZ METRO'S SUPPORT OF AND PARTICIPATION IN THE AMERICAN PUBLIC TRANSPORTATION ASSOCIATION'S TENTH ANNUAL "DUMP THE PUMP DAY" ON JUNE 18, 2015 AND RELATED PROMOTIONAL ACTIVITIES

I. RECOMMENDED ACTION

That the Board of Directors consider approving a resolution regarding Santa Cruz METRO's support of and participation in the American Public Transportation Association 10th Annual "Dump the Pump Day" on June 18, 2015 and related promotional activities

II. SUMMARY

- The American Public Transportation Association (APTA), of which Santa Cruz Metropolitan Transit District (METRO) is an active member, marks the 10th annual national "Dump the Pump Day" on June 18, 2015.
- This day encourages people to ride public transportation to save money, protect the environment, reduce dependence on foreign oil and improve the quality of life for all Americans.
- Using public transportation is the quickest way to beat high gas prices.
- This event helps introduce new riders to the METRO system as public transportation provides an affordable, and for many, necessary, alternative to driving.
- For every \$1 invested in public transportation, \$4 is generated in economic returns. Every \$1 billion invested in public transportation supports and creates more than 50,000 jobs.
- Public transportation has a proven record of reducing congestion. The latest research shows that in 2011, U.S. public transportation use saved 865 million hours in travel time and 450 million gallons of fuel in 408 urban areas.
- As gas prices continue to fluctuate, people need to save money. This is a time to increase public transportation service, not decrease it. However, Congress has yet to pass a well funded, long-term, multi-modal surface transportation bill that will increase public transportation investment.

- Participating in a nationwide campaign to focus the public's attention on the advantages and essential necessity for robust public transportation infrastructure and systems is particularly important at this time.

III. DISCUSSION/BACKGROUND

The American Public Transportation Association (APTA), of which Santa Cruz METRO is an active member, marks the 10th annual national "Dump the Pump Day" on June 18, 2015 as a day that encourages people to ride public transportation to save money, protect the environment, reduce dependence on foreign oil and improve the quality of life for all Americans. METRO participated in 2010, 2012 and is ready to participate again in a more comprehensive way in 2015.

Most people don't know that current public transportation use in the U.S. reduces our nation's carbon emissions by 37 million metric tons annually. In addition, public transportation has a proven track record of reducing congestion. The latest research shows that in 2011, US public transportation use saved 856 million hours in travel time, 450 million gallons of fuel and \$21 billion in congestion costs in 498 urban areas. Or that a single commuter switching his or her commute to public transportation can reduce a household's carbon emissions by 10 percent and up to 30 percent if he or she eliminates a second car. Using public transportation is the quickest way to beat high gas prices.

On Dump the Pump Day, METRO will be promoting the fact that people can save money and help the environment. We want to educate the public and promote using our bus system as an alternative and/or in conjunction with driving.

In addition to public service announcements, press releases, local newspaper articles and ads we are planning several information kiosks around the county to provide information; print and other media will be available.

Finally, turning the public's attention to the advantages and essential necessity for a robust public transportation infrastructure and systems is particularly important at this time.

IV. FINANCIAL CONSIDERATIONS/IMPACT

Approximate investment of the Admin Department's FY15 advertising budget funds for 2015 "Dump the Pump Day" activities will not exceed \$3,000 for items such as bus signage and newspaper advertising.

V. ALTERNATIVES CONSIDERED

- Do not approve the Resolution supporting this outreach. This is not recommended as METRO benefits from all opportunities connecting with our community and promoting ridership.

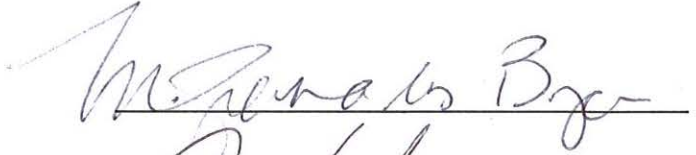
VI. ATTACHMENTS

Attachment A: Resolution in Support of and Participation in the APTA 10th Annual Dump the Pump Day and Related Promotional Activities

Prepared By: Maria Granados-Boyce, Customer Service Supervisor

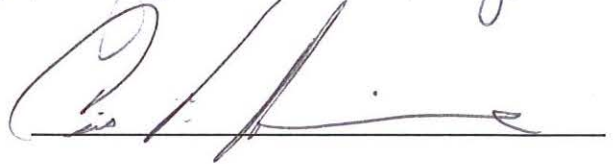
VII. APPROVALS:

Maria Granados-Boyce
Customer Service Supervisor



A handwritten signature in black ink, appearing to read "M. Granados Boyce", written over a horizontal line.

Ciro Aguirre, COO



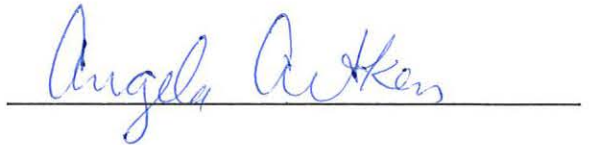
A handwritten signature in black ink, appearing to read "C. Aguirre", written over a horizontal line.

Approved as to form:
Leslyn K. Syren, District Counsel



A handwritten signature in blue ink, appearing to read "Leslyn K. Syren", written over a horizontal line.

Approved as to fiscal impact:
Angela Aitken, Finance Manager



A handwritten signature in blue ink, appearing to read "Angela Aitken", written over a horizontal line.

Alex Clifford, CEO/General Manager



A handwritten signature in blue ink, appearing to read "Alex Clifford", written over a horizontal line.

Attachment A

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 THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT IN SUPPORT OF AND PARTICIPATION IN THE AMERICAN PUBLIC TRANSPORTATION ASSOCIATION'S 10TH ANNUAL NATIONAL "DUMP THE PUMP DAY" ON JUNE 18, 2015 AND RELATED OUTREACH ACTIVITIES

WHEREAS, June 18, 2015 marks the 10th Annual National American Public Transportation Association's "Dump the Pump Day" as a day encouraging people to ride public transportation to save money, protect the environment, reduce dependence on foreign oil and improve the quality of life for Santa Cruzans and all Americans; and

WHEREAS, for every \$1 invested in public transportation, \$4 is generated in economic returns and people who use public transportation can save upwards of \$10,000 annually; and

WHEREAS, public transportation is used in 439 urban areas in the U.S. and has saved 856 million hours of travel time, 450 million gallons of fuel, and has reduced the nation's carbon footprint by 37 million metric tons; and

WHEREAS, the future of the next long-term surface transportation act hangs in the balance in Washington DC as a bipartisan conference committee tries to find common ground to pass this desperately needed legislation by May 31, 2015; and

WHEREAS, the State of California's implementation of greenhouse gas legislation mandates heavily impact the public transportation sector and increasing local public awareness of public transportation is an essential step in meeting the State's goals;

NOW, THEREFORE, BE IT RESOLVED, that the Santa Cruz Metropolitan Transit District supports and will participate in the American Public Transportation Association's seventh annual National "Dump the Pump Day" on June 18, 2015 via various related promotional activities.

Attachment A

Resolution No. _____
Page 2

PASSED AND ADOPTED this 12TH Day of June 2015 by the following vote:

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

ABSENT: Directors -

Approved:

Dene Bustichi, Chair

Attest:

Alex Clifford, CEO/General Manager

Approved as to form:

Leslyn K. Syren, District Counsel



DATE: June 12, 2015
TO: Board of Directors
FROM: Robyn D. Slater, Human Resources Manager
SUBJECT: CONSIDERATION OF RESOLUTION TO ADOPT SANTA CRUZ METROPOLITAN TRANSIT DISTRICT'S EQUAL EMPLOYMENT OPPORTUNITY PLAN, EFFECTIVE JANUARY 1, 2015 THROUGH DECEMBER 31, 2017

I. RECOMMENDED ACTION

That the Board of Directors pass a resolution adopting METRO's Equal Employment Opportunity Plan (EEO Plan), effective January 1, 2015 through December 31, 2017.

II. SUMMARY

- The Federal Transit Administration (FTA) requires METRO to submit an updated EEO Plan every three years for review and approval as part of the federal funding requirements.
- The last EEO Plan was updated in 2012 so METRO is required to submit an updated plan to the FTA at this time.
- METRO's EEO Plan for 2015 through 2017 has been updated based on January 1, 2012 through December 31, 2014 workforce data.
- The goal of METRO's EEO Plan is to achieve a workforce that is represented in all occupational areas consistent with the percentage of females and minorities in the available area workforce.
- METRO's Board of Directors must adopt the EEO Plan for 2015 through 2017 prior to submission to the FTA.
- Staff recommends that the Board pass a resolution adopting METRO's EEO Plan for 2015 through 2017.

III. DISCUSSION/BACKGROUND

The FTA requires agencies that receive federal funding to submit an updated EEO Plan every three years for review and approval as part of federal funding requirements. The Board of Directors approved the last EEO Plan in 2012 which reviewed METRO's workforce analysis for January 1, 2009 through December 31, 2011. Following Board approval, the EEO Plan was submitted to the FTA.

It is now time to submit an updated EEO Plan for the 2012 through 2014 time period. The updated EEO Plan is attached for Board review. Once the EEO Plan is approved it will be submitted to the FTA for review.

The goal of METRO's EEO Plan is to achieve a workforce that is represented in all occupational areas consistent with the percentage of females and minorities in the available area workforce. The EEO Plan examines data gathered from METRO's current workforce statistics, recruitment and hiring efforts and identifies groups in each EEO occupational category that may be underutilized, and establishes employment goals for the next EEO Plan cycle. The EEO Plan also examines METRO's accomplishments in recruiting and hiring over a three year cycle in support of efforts to achieve parity in the workplace.

During the past three years the HR department processed:

- 161 applicants within the Officials/Administrators job group, hiring four individuals. There is no underutilization in this category.
- 27 applicants within the Professionals job group, hiring two individuals. There is no underutilization in this category.
- 846 applicants within the Administrative Support job group, hiring 11 individuals. There is a goal to hire one female in this category in the 2015-2017 EEO Plan.
- 147 applicants within the Skilled Crafts job group, hiring 12 individuals. There is a goal to hire one female within this category in the 2015-2017 EEO Plan.
- 1,225 applicants within the Service/Maintenance job group, hiring 80 individuals. There is a goal to hire 21 females, two African Americans, and three individuals identifying as "2+" ethnicities in the 2015-2017 EEO Plan.

Placement goals provided in Chapter 6 of the EEO Plan will be used as a guide for hiring and promotional activity during the EEO Plan time frame. METRO will continue to strive to meet the appointment goals as stated in the 2015 through 2017 EEO Plan by emphasizing equal employment opportunities in all advertising and recruitment efforts, as well as in promotional opportunities.

Staff recommends that the Board pass a resolution adopting METRO's EEO Plan for 2015 through 2017.

IV. FINANCIAL CONSIDERATIONS/IMPACT

While there is no cost associated with producing the EEO Plan, if it is not submitted and accepted by the FTA, federal funding may be delayed or denied.

V. ALTERNATIVES CONSIDERED

- Do not pass the resolution. Staff does not recommend this alternative since it will result in FTA funding being withheld.

VI. ATTACHMENTS

Attachment A: Resolution Adopting the EEO Plan

Attachment B: EEO Plan

Prepared By: Suzanne Silva, Assistant HR Manager

VII. APPROVALS:

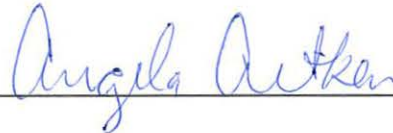
Robyn D. Slater, HR Manager



Approved as to form:
Leslyn K. Syren, District Counsel



Approved as to fiscal impact:
Angela Aitken, Finance Manager



Alex Clifford, CEO/General Manager



Attachment A

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:

A RESOLUTION ADOPTING THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT'S EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEO PLAN) FOR JANUARY 1, 2015 THROUGH DECEMBER 31, 2017

WHEREAS, the Santa Cruz Metropolitan Transit District was created pursuant to the "Santa Cruz Metropolitan Transit District Act of 1967" as codified in Public Utilities Code sections 9800 et seq; and

WHEREAS, the Santa Cruz Metropolitan Transit District is an agency that receives federal funds and is required to submit an updated Equal Employment Opportunity Plan (EEO Plan) every three years to the Federal Transit Administration (FTA); and

WHEREAS, the Board of Directors desires to adopt the EEO Plan, effective January 1, 2015 through December 31, 2017;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, that it hereby resolves, determines and orders as follows:

The EEO Plan of the Santa Cruz Metropolitan Transit District, effective January 1, 2015 through December 31, 2017, is adopted by the Board of Directors as set forth in the Attachment to this Resolution.

PASSED AND ADOPTED by the Board of Directors of the Santa Cruz Metropolitan Transit District on June 12, 2015, by the following vote:

AYES: Directors -

NOES: Directors -

ABSTAIN: Directors -

Attachment A

Resolution No. _____
Page 2

ABSENT: Directors -

Approved:
Dene Bustichi, Chair

Attest:
Alex Clifford, CEO/General Manager

Approved as to form:
Leslyn K. Syren, District Counsel

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

(SANTA CRUZ METRO)

EQUAL EMPLOYMENT OPPORTUNITY (EEO) PLAN

January 1, 2015 - December 31, 2017



Adopted by the Board of Directors: June 12, 2015

Administrative Offices:
110 Vernon Street
Santa Cruz, CA 95060
831-426-6080

EEO Officer:

Robyn Slater
Human Resources Manager
Santa Cruz Metropolitan Transit District ("Santa Cruz METRO")
110 Vernon Street
Santa Cruz, CA 95060
831-420-2540

Attachment B

SANTA CRUZ METRO BOARD OF DIRECTORS 2015

<u>Seat #</u>	<u>Appointing Authority</u>	<u>Name</u>	<u>Term Start</u>
1	City of Santa Cruz	Don Lane	2/15
2	City of Watsonville	Jimmy Dutra	1/15
3	County of Santa Cruz	John Leopold	1/14
4	City of Santa Cruz	Cynthia Chase	1/15
5	County of Santa Cruz	Donald Norm Hagen	5/15
6	County of Santa Cruz	Bruce McPherson	1/13
7	County of Santa Cruz	Zach Friend	1/14
8	County of Santa Cruz	Mike Rotkin**	1/15
9	City of Capitola	Ed Bottorff	1/15
10	City of Watsonville	Karina Cervantez	1/14
11	City of Scotts Valley	Dene Bustichi*	1/15
12	UCSC	Donna Blitzer, UCSC Ex-Officio	1/15

*Board Chair

**Vice Chair

Attachment B

SANTA CRUZ METRO EQUAL EMPLOYMENT OPPORTUNITY (EEO) PLAN

TABLE OF CONTENTS

INTRODUCTION.....	i
Background.....	i
Protected Groups	ii
Program Terminology	ii
Reliance on EEOC’s Guidelines	iii
Reporting Period	iii
Statement of Purpose	iii
EEO Policy Statement	iv
CHAPTER 1: ORGANIZATIONAL PROFILE.....	1
CHAPTER 2: JOB GROUP ANALYSIS	3
CHAPTER 3: PLACEMENT OF INCUMBENTS IN JOB GROUPS	4
CHAPTER 4: DETERMINING AVAILABILITY	6
CHAPTER 5: COMPARING INCUMBENCY TO AVAILABILITY.....	9
CHAPTER 6: PLACEMENT GOALS.....	9
CHAPTER 7: DESIGNATION OF RESPONSIBILITY	10
CHAPTER 8: IDENTIFICATION OF PROBLEM AREAS.....	13
CHAPTER 9: ACTION-ORIENTED PROGRAMS	14
CHAPTER 10: INTERNAL AUDIT AND REPORTING.....	16
CHAPTER 11: COMPENSATION.....	17
CHAPTER 12: ACCOMODATION.....	18
GLOSSARY OF TERMS.....	19
LIST OF EXHIBITS	31
APPENDICES.....	79

Attachment B

INTRODUCTION

BACKGROUND

The Santa Cruz Metropolitan Transit District (“Santa Cruz METRO”) is the sole public transit operator in Santa Cruz County, and operates its transit services through four (4) transit centers located at: Pacific Station in downtown Santa Cruz, 920 Pacific Avenue, Santa Cruz, CA 95060; Watsonville Transit Center, 475 Rodriguez Street, Watsonville, CA 95076; Bart Cavallero Transit Center, 246 Kings Village Drive, Scotts Valley, CA 95066; and Capitola Mall, 1855 41st Avenue, Capitola, CA 95010. It has a fleet of 111 buses and operates 40 routes. Santa Cruz METRO also provides paratransit services utilizing a fleet of shuttles and mini-vans. Santa Cruz METRO’s service area is the entire county, an area of 441 square miles, with a population of 262,382 (according to the 2010 United States Census). Santa Cruz METRO was formed in 1968. Santa Cruz METRO serves our community with pride and has a strong commitment to a workforce that reflects the rich diversity of the region it serves.

Santa Cruz METRO is required to submit its Equal Employment Opportunity (“EEO”) Plan to the Federal Transit Administration triennially because it is a recipient of federal assistance funds and meets the threshold of employing 50 or more transit-related employees; and it has requested or received capital or operating assistance under Sections 3, 4(i), or 9 of the UMT Act; assistance under 23. U.S.C. 142(a) (2) or 23 U.S.C. 103(e) (4), or any combination thereof, in excess of \$1 million in the previous federal fiscal year; or requests or receives planning assistance under Sections 8 and/or 9 in excess of \$250,000 in the previous federal fiscal year,

Failure to comply with these laws and their implementing regulations, which are enforced by the Office of Federal Contract Compliance Programs (OFCCP) and the Federal Transit Administration (FTA), can result in Santa Cruz METRO’s debarment from future contracts and subcontracts.

As stipulated in federal regulations, a prerequisite to the development of a satisfactory EEO Plan is the evaluation of opportunities for protected group members, as well as an identification and analysis of problem areas inherent in their employment. In addition, where a statistical analysis of the employee workforce reveals a numeric disparity between incumbency and availability of minorities or females, an adequate EEO Plan details specific affirmative action steps to guarantee equal employment opportunity. These steps are keyed to the problems and needs of protected group members. For minorities and females, such steps include the development of hiring and promotion goals to rectify the disparity between incumbency and availability. It is toward this end that Santa Cruz METRO’s EEO Plan was developed.

Attachment B

PROTECTED GROUPS

Coverage under anti-discrimination laws and regulations applies to:

1. Females.
2. Minorities who are recognized as belonging to or identifying with the following race or ethnic groups: Blacks/African Americans, Hispanics/Latinos, Asians/Pacific Islanders, American Indians/Alaskan Natives, Native Hawaiians and Other Pacific Islanders (NHOPI), and Two or More Races (Multiple Race, or 2+).

PROGRAM TERMINOLOGY

The terms, "comparison of incumbency to availability," "deficiency," and "problem area," appearing in this EEO Plan, are terms Santa Cruz METRO is required by government regulations to use. The criteria used in relation to these terms are those specified by the government. These terms have no independent legal or factual significance whatsoever. Although Santa Cruz METRO will use the terms in good faith in connection with its EEO Plan, such use does not necessarily signify that Santa Cruz METRO agrees that these terms are properly applied to any particular factual situation and is not an admission of non-compliance with EEO laws, regulations, and objectives.

The comparison of incumbency to availability contained herein is required by Government regulations to be based on certain statistical comparisons. Geographic areas and sources of statistics used herein for these comparisons were used in compliance with Government regulations, as interpreted by Government representatives. The use of certain geographic areas and sources of statistics does not indicate Santa Cruz METRO's agreement that the geographic areas are appropriate in all instances of use or that the sources of statistics are the most relevant. The use of such geographic areas and statistics may have no significance outside the context of this EEO Plan. Such statistics and geographic areas will be used, however, in total good faith with respect to this EEO Plan.

The grouping of job titles into a given job group does not suggest that Santa Cruz METRO believes the jobs so grouped are of comparable worth. Whenever the term "goal" is used, it is expressly intended that it "should not be used to discriminate against any applicant or employee because of race, color, religion, gender, or national origin," as stated in Title 41 Code of Federal Regulations, Part 60-2.30.

This EEO Plan is not intended to create any contractual or other rights in any person or entity.

Attachment B

RELIANCE ON EEOC'S GUIDELINES

Although Santa Cruz METRO does not believe any violation of Title VII of the Civil Rights Act exists, it has developed this EEO Plan in accordance with and in reliance upon the EEOC's Guidelines on Affirmative Action, Title 29 Code of Federal Regulations, Part 1608.

REPORTING PERIOD

This EEO Plan is designed to cover the following reporting period: January 1, 2015 - December 31, 2017.

STATEMENT OF PURPOSE

In developing and implementing this EEO Plan, Santa Cruz METRO has been guided by an established policy of providing equal employment opportunities. Any goals that have been established herein are not intended as rigid, inflexible quotas that must be met, but rather as targets reasonably attainable by applying good faith efforts in executing the EEO Plan.

This EEO Plan has been designed to bring females and members of minority groups into all levels and segments of Santa Cruz METRO's workforce in proportion to their representation in the qualified relevant labor market.

The manner in which this is to be accomplished becomes technical and somewhat complicated. There are several reasons for this. First, Santa Cruz METRO is subject to and must address a variety of State and Federal laws and guidelines dealing with equal employment opportunity. These guidelines and requirements are in themselves somewhat technical and complex. In addition, relevant court decisions, which are often useful in interpreting, but sometimes conflicting with, these requirements and guidelines, must be taken into account when developing and implementing the EEO Plan. Furthermore, in determining Santa Cruz METRO's current equal employment opportunity position and its desired future achievements, numbers, percentages, statistics, and numerous calculations and computations must come into play.

The technical, legal, and mathematical aspects of the EEO Plan, however, all have one common purpose to allow us to properly identify three key concepts: (1) where we stand now; (2) where we must go; and (3) how best to get there. These three concepts are the EEO Plan.

Attachment B

*Santa Cruz Metropolitan
Transit District*



EEO POLICY STATEMENT FROM THE CEO/GENERAL MANAGER

The Santa Cruz Metropolitan Transit District (herein "Santa Cruz METRO"), which provides reliable public transit to Santa Cruz County and connections to San Jose, strives to achieve a workforce that is representative of the community we serve.

As CEO/General Manager of Santa Cruz METRO, I am committed to equal employment opportunity for all persons. Workplace discrimination is prohibited by Santa Cruz METRO policy and under federal, state, and local laws. Title VII of the Civil Rights Act of 1964, California Fair Employment and Housing Act (FEHA), et al., protects individuals on the basis of race, color, ancestry, national origin, religion, religious creed, sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), medical condition or disability, age, marital status, sexual orientation, gender, gender identity, gender-expression, genetic information, denial of family leave, military and veteran status, and political affiliation. Additionally, local ordinances provide protection from discrimination in employment based on physical characteristics or weight.

This policy applies to all employees and applicants for employment and to all aspects of employment including recruitment, job advertisement, testing, use of Santa Cruz METRO facilities, benefits, retirement plans, leave, appointment, training, promotion, transfer, termination, layoff, recall, compensation and discipline. It is illegal to discriminate in employment related actions based on one's protected status.

The responsibility for the implementation of the Equal Employment Opportunity Plan is assigned to the Human Resources Manager, who serves as Santa Cruz METRO's Equal Employment Opportunity Officer. However, all Santa Cruz METRO management shares in the responsibility for promoting equal opportunity and prohibiting discriminatory employment practices. While all employees must comply with Santa Cruz METRO's workplace policies, management has additional responsibilities to ensure equal employment opportunity compliance. The performance by management and supervisory personnel may be evaluated on the success of the Equal Employment Opportunity Program in the same way as their performance on other Santa Cruz METRO goals.

I fully support Santa Cruz METRO's Equal Employment Opportunity Program and believe any employee or applicant for employment who perceives that his/her civil rights have been violated should file a complaint with the CEO/General Manager or the Equal Employment Opportunity Officer.

Alex D. Clifford

10/14/14

Date

110 Vernon Street, Santa Cruz, CA 95060 (831) 426-6080, FAX (831) 426-6117
Santa Cruz METRO On-line at <http://www.scmtd.com>

CHAPTER 1: ORGANIZATIONAL PROFILE

Current Organizational Composition

Using payroll records dated December 31, 2014, Santa Cruz METRO's Assistant Human Resources Manager analyzed the demographic composition of the current organization to determine the number of females and minorities and found the organizational composition to be as follows.

	2011	2014	% Change
Females	31.90%	29.10%	-2.80%
Afr. Amer.	6.50%	4.40%	-2.10%
Hispanics	37.10%	46.30%	9.20%
Asians*	4.80%	4.40%	-0.40%
Native American	1.60%	1.30%	-0.30%
NHOPI*	N/A	N/A	N/A
Two or More Races	N/A	0.90%	0.90%
Total Minorities	50.00%	57.30%	7.30%

*2011 data listed Asians with Pacific Islanders instead of separately identifying the category of NHOPI

While the 2012-2014 EEO Plan compared the Santa Cruz METRO Workforce to Santa Cruz Area Employment Statistics, this is impractical with the publishing of the 2010 U. S. Census data for multiple reasons. First, census respondents were able to select two or more races (either independently or as a single category "Two or More Races"); therefore, the category does not total 100 percent. Similarly, the category of Asian combined Pacific Islander. The category was separated into two distinctive categories, which will be addressed in Chapter 10: Internal Auditing and Reporting.

Additionally, while diversity in the workforce is one goal, Santa Cruz METRO seeks to establish equal employment opportunities and obtain a qualified workforce from among the labor market in the available occupational categories for which it conducts its business.

This includes where the organization can hire, train, transfer and promote its employees. This EEO Plan will address Santa Cruz METRO's past and future efforts to achieve this balance.

Workforce Analysis

Using payroll records dated December 31, 2014, Santa Cruz METRO's Assistant Human Resources Manager conducted a Workforce Analysis (Exhibit 1) of each Department within Santa Cruz METRO's nine functional divisions based on Santa Cruz METRO's Organizational Chart (Exhibit 2). Job titles are listed by organizational unit.

Attachment B

Job titles are listed from highest to lowest paid. The list includes all job titles, including departmental supervision, exempt, and nonexempt titles.

For each job title, Santa Cruz METRO identified the total number of employees, the number of male and female employees, the total number of minority employees, the male and female minority employees, the total number of White, Black, Hispanic, Asian, American Indian or Alaskan Native employees, Native Hawaiian or Other Pacific Islander, Two or More Races and the male and female employees within each of these race/ethnic groups.

Santa Cruz METRO carefully analyzed the Workforce Analysis to identify problem areas needing correction, such as concentrations or segregation of minorities or females by organizational unit, job, or pay. Problems, if any, are identified in Chapter 8: Identification of Problem Areas; programs to correct the identified problems are identified in Chapter 9: Action-Oriented Programs.

Lines of Progression (Job Families)

Lines of progression (Exhibit 3) identify the job titles through which an employee can move to the top of a line. Some lines of progression are limited to only one department, while others are found throughout several departments. The lines of progression provide useful information regarding patterns of vertical and horizontal movement throughout Santa Cruz METRO's workforce. These patterns will be evaluated to ascertain whether they provide to Santa Cruz METRO's employees the optimum career mobility and opportunities for advancement.

Some lines of progression are identified by CBA or MOU, and are determined by contractual right, and others have been established by historical precedent (i.e. internal promotional opportunities).

CHAPTER 2: JOB GROUP ANALYSIS

After the Workforce Analysis was conducted, similar or related job titles were assigned to job groups (Exhibit 4). Because job groups must have enough incumbents to permit meaningful comparisons of incumbency to availability for goal setting, grouping similar titles together is appropriate. By grouping similar titles together and increasing the number of employees involved, a meaningful comparison can be conducted. Consequently, goals established to correct problem areas are more likely to result in the identification of legitimate problem areas.

Job Grouping Guidelines

Based on guidelines established by the OFCCP and the Federal Transit Administration (FTA Circular 4704.1, as amended), the Assistant HR Manager developed job group analyses guidelines to identify areas of underutilization and to set appropriate goals and timetables. These guidelines include the following:

1. The jobs included in a group must be similar in content and requisite skills.
2. Wage rates or pay grades for the jobs included in a group should be similar. Pay should be considered in conjunction with job content. Large differences in pay, when associated with differences in job title and/or location within an organization, may suggest an unacceptable job grouping.
3. Job titles placed in a job group should be similar in opportunity. This refers to the ability to take advantage of training, promotions, job mobility, and other employment benefits.
4. The groups should not include jobs with clearly different representation patterns. For example, jobs predominately filled with males should not be combined in the same group with jobs predominately filled with females.
5. Many job groups, if appropriately constructed, should cut across departmental or organizational units, but not across EEO Categories.

Finally, the size of the employer's workforce is also a major factor in determining how well the above criteria can be met in creating job groups.

CHAPTER 3: PLACEMENT OF INCUMBENTS IN JOB GROUPS

Each job group appears on a Job Group Analysis (Exhibit 4) with a job group name and job titles within the group. For each job title, the worksheet provides the following information: EEO Category (e.g., 1 – Officials/Administrators) job title, employee headcounts for each job title, and overall percentages by gender and race/ethnicity as of December 31, 2014.

The Equal Employment Opportunity Commission has delineated the job groups for public sector (EEO-4), which are as follows:

1. Officials and Administrators: Occupations in which employees set broad policies, exercise overall responsibility for execution of these policies, or direct individual departments or special phases of the agency's operations, or provide specialized consultation on a regional, district or area basis. Includes: department heads, bureau chiefs, division chiefs, directors, deputy directors, controllers, wardens, superintendents, sheriffs, police and fire chiefs and inspectors, examiners (bank, hearing, motor vehicle, warehouse), inspectors (construction, building, safety, rent-and- housing, fire, A.B.C. Board, license, dairy, livestock, transportation), assessors, tax appraisers and investigators, coroners, farm managers, and kindred workers.
2. Professionals: Occupations that require specialized and theoretical knowledge that is usually acquired through college training or through work experience and other training which provides comparable knowledge. Includes: personnel and labor relations workers, social workers, doctors, psychologists, registered nurses, economists, dieticians, lawyers, systems analysts, accountants, engineers, employment and vocational rehabilitation counselors, teachers or instructors, police and fire captains and lieutenants, librarians, management analysts, airplane pilots and navigators, surveyors and mapping scientists, and kindred workers.
3. Technicians: Occupations requiring a combination of basic scientific or technical knowledge and manual skill, which can be obtained through specialized post-secondary school education or through equivalent on-the-job training. Includes: computer programmers, drafters, survey and mapping technicians, licensed practical nurses, photographers, radio operators, technical illustrators, highway technicians, technicians (medical, dental, electronic, physical sciences), police and fire sergeants, inspectors (production or processing inspectors, testers and weighers), and kindred workers.
4. Protective Service Workers: Occupations in which workers are entrusted with public safety, security and protection from destructive forces. Includes: police patrol officers, firefighters, guards, deputy sheriffs, bailiffs, correctional officers, detectives, marshals, harbor patrol officers, game and fish wardens, park rangers (except maintenance), and kindred workers.

Attachment B

5. Paraprofessionals: Occupations in which workers perform some of the duties of a professional or technician in a supportive role, which usually require less formal training and/or experience normally required for professional or technical status. Such positions may fall within an identified pattern of staff development and promotion under a "New Careers" concept. Included are research assistants, medical aides, child support workers, policy auxiliary welfare service aides, recreation assistants, homemakers' aides, home health aides, library assistants and clerks, ambulance drivers and attendants, and kindred workers.

6. Administrative Support (Including Clerical and Sales): Occupations in which workers are responsible for internal and external communication, recording and retrieval of data and/or information and other paperwork required in an office. Includes bookkeepers, messengers, clerk-typist, stenographers, court transcribers, hearing reporters, statistical clerks, dispatchers, license distributors, payroll clerks, office machine and computer operators, telephone operators, legal assistants, sales workers, cashiers, toll collectors, and kindred workers.

7. Skilled Craft Workers: Occupations in which workers perform jobs that require special manual skill and a thorough and comprehensive knowledge of the process involved in the work, which is acquired through on-the-job training and experience or through apprenticeship or other formal training programs. Includes: mechanics and repairers electricians, heavy equipment operators, stationary engineers, skilled machining occupations, carpenters, compositors and typesetters, power plant operators, water and sewage treatment plant operators, and kindred workers.

8. Service-Maintenance: Occupations in which workers perform duties which result in or contribute to the comfort, convenience, hygiene or safety of the general public or which contribute to the upkeep and care of buildings, facilities or grounds of public property. Workers in this group may operate machinery. Includes: chauffeurs, laundry and dry cleaning operatives, truck drivers, bus drivers, garage laborers, custodial employees, gardeners and groundskeepers, refuse collectors, construction laborers, park rangers (maintenance), farm workers (except managers), craft apprentices/trainees/helpers, and kindred workers.

These are abbreviated in the Exhibits as:

EEO-4 Cat	EEO Job Group Name	EEO Job Code	Used by METRO
1.	Officials/Administrators	OA	YES
2.	Professionals	P	YES
3.	Technicians	T	NO
4.	Protective Service Workers	PW	NO
5.	Paraprofessionals	PP	NO
6.	Administrative Support	AD	YES
7.	Skilled Craft Workers	SC	YES
8.	Service-Maintenance	SW	YES

CHAPTER 4: DETERMINING AVAILABILITY

After the workforce analysis, lines of progression, and job group analyses were completed, the Assistant HR Manager conducted an availability analysis for each job group. Workforce availability is an estimate of the proportion of each gender and race/ethnic group available and qualified for employment at METRO for a given job group in the relevant labor market during the life of the EEO Plan.

Availability indicates the approximate level at which each race/ethnic and sex group could reasonably be expected to be represented in a job group if Santa Cruz METRO's employment decisions are being made without regard to gender, race, or ethnic origin. Availability estimates are a way of translating equal employment opportunity into concrete numerical terms. Correct comparisons of incumbency to availability, attainable goals, and real increases in employment for problem groups depend on competent and accurate availability analyses.

With valid availability data, Santa Cruz METRO can compare the percentages of those who could reasonably be expected to be employed, versus current employment (from the workforce analysis), identify problem areas or areas of deficiency, and establish goals to correct the problems.

Identifying Availability Factors

The following availability factors are required of federal government contractors for consideration when developing availability estimates for each job group:

1. External Data (Exhibit 6): The percentage of minorities or female with the requisite skills in the reasonable recruitment area. The reasonable recruitment area is defined as the geographical area from which the contractor usually seeks or reasonably could seek workers to fill the positions in question. Data considered for this factor includes: a) requisite skills data from the *2010 Census Special EEO Tabulation* for the local labor area; and b) requisite skills from the *2010 Census Special EEO Tabulation* for the reasonable recruitment area.
2. Internal Data (Exhibit 7): The percentage of minorities or female among those promotable, transferable, and/or trainable within the contractor's organization. Trainable refers to those who could, with appropriate training that Santa Cruz METRO is reasonably able to provide, become promotable or transferable during the EEO Plan years. Data considered for this factor includes the composition of feeder job groups and employer-provided training designed to facilitate upward mobility of female and minorities.

Attachment B

Defining the Labor Market

The local labor market is one component of the reasonable recruitment area. To define the local labor area accurately, an analysis was conducted to identify the areas in which employees live. This data was then used in a Zip Code analysis (i.e., residence analysis) to define the local labor area. From this analysis, the Assistant HR Manager defined the local labor market as Santa Cruz and Monterey counties (Exhibit 8).

The reasonable recruitment area (other than local) was identified as the area external to Santa Cruz METRO from which Santa Cruz METRO occasionally recruits or draws job applicants. The Assistant HR Manager reviewed the hiring activity over the period to determine that for most job groups, the reasonable recruitment area was the same as the local labor as defined by the U. S. Census Bureau. However, for the Officials/Administrators job group, for example there were four hires from out of the area, two from states outside of California. This necessitated an adjustment to the reasonable recruitment area for this job group.

Obtaining Availability Data

Source 1: Reasonable Recruitment Area (External)

Requisite skills data from the reasonable recruitment area was obtained from the U. S. Census Bureau, *2010 Census Special EEO Tabulation*. The data selected for each job group was matched and/or weighted to the available list of *Census 2010 Occupational Categories*. The Job Group Analysis (Exhibit 4) identifies census occupation codes and categories for each job title in each job group within Santa Cruz METRO.

Source 2: Promotable, Transferable, and Trainable (Internal)

Internal factors require data on the percentages of promotable and transferable minorities and female within Santa Cruz METRO's workforce. To identify these percentages, identification was made of the "feeder" job groups for each "target" job group. Feeder job groups were defined as those from which employees can reasonably be promoted or transferred. Historical data was generally used to identify these patterns. In some circumstances, judgment was applied using forecasts of future business activity. When two or more occupations were selected, they were weighted. Weights were identified based on the percentage of positions in the job group to which each occupation applied. Once the feeders were identified, all employees in them as of December 31, 2014 were counted toward the internal availability.

Conducting the Availability Analysis

Once the data described above was collected, it was entered into a computer program (Biddle Consulting Group's *myAAP™*) which conducted the mathematical weighting of the data sets (occupation and feeder data) within each labor area. When more than one labor area applied, it conducted the mathematical weighting of the labor areas. This

Attachment B

"raw" data was then displayed within *myAAP™*. At this point, the Assistant HR Manager identified weights for the internal and external components themselves to arrive at a final availability set of statistics for each job group.

Assigning Internal and External Factor Weights

The Assistant HR Manager followed the guidelines listed below when identifying how much weight to assign to each availability component in a job group.

The components remaining among which to distribute the 100% weighting were external local labor area data, external reasonable recruitment area data, and promotable/transferable employee data. Next, the number of opportunities for each job group during the previous EEO Plan years, and the percentage that were external hires versus promotions or transfers, was identified. The percentage of promotions or transfers was assigned to the promotable/transferable data. In some cases, judgment was applied when business planning and budgeting indicated a more appropriate number.

To establish the relative weights for the remaining two components, (external local and reasonable recruitment data), the Assistant HR Manager made an identification of the percentage of jobs in the job group within a local labor area and the percentage within a broader labor area. These percentages were then applied to the remaining weight (e.g., if 38.4% weight remained and 80% of the jobs in the group filled through external hires had a local labor area, the 80% of 38.4%, or 30.72%, was assigned to the local requisite skills data and the remaining 7.68% was assigned to reasonable area requisite skills data).

It must be noted that there were two areas of concern when comparing the data of the current EEO Plan for the previous plan periods to that of the period ending December 31, 2014. First, in the 2012-2014 EEO Plan, the EEO Job Groups were categorized using the EEO-1 descriptions, which is the standard for Private Employers. Though similar, there are differences in how job groups are classified. As a public agency, Santa Cruz METRO should be using the EEO-4 categories, and have been redesignated for the current plan.

Note: the 2010 Special Occupation Tabulations of the U. S. Census were released in mid-2014. These tabulations changed the demographics of the labor market by consolidating some occupations and creating more specifications for other professions.

Identifying Final Availability

The Assistant HR Manager followed the guidelines above to identify weights for the components in each Availability Analysis for each job group. Weights were multiplied by the component-specific data to produce weighted data for each component. Weighted data for each component was then summed. This produced a final availability estimate for each gender and race/ethnic group, as well as for minorities taken together.

CHAPTER 5: COMPARING INCUMBENCY TO AVAILABILITY

Once final availability estimates were made for each job group (Exhibit 5), the Assistant HR Manager compared the percentage of incumbents in each job group to their corresponding availability. A comparison was made between the percentage employed as of December 31, 2014 and that group's final availability.

When incumbency (the number of employees in the job group) is less than the final availability for a job group, the group is underutilized.

CHAPTER 6: PLACEMENT GOALS

Using the Whole Person method (when incumbency is less than one whole person than availability within a particular category in a job group—female, minority, or total minority), the Assistant HR Manager established a percentage placement goal whenever it was found that minority or female representation within a job group was less than would reasonably be expected given their availability (Exhibit 6 - Placement Goals). These goals take into account the availability of qualified persons in the relevant labor area. They also take into account anticipated employment opportunities with our organization. A summary of the placement goals is provided as Exhibit 7.

Santa Cruz METRO believes these goals are attainable. These goals will be reached primarily through recruiting and advertising to increase the pool of qualified minority and female applicants and through implementation of our action-oriented programs (see Chapter 9). Selections will occur only from among qualified applicants. Goals do not require the hiring of persons when there are no vacancies or the hiring of a person who is less likely to do well on the job ("less qualified") over a person more likely to do well on the job ("better qualified") under valid selection procedures. Goals do not require that Santa Cruz METRO hire a specified number of minorities, females, or veterans.

Goals are not rigid and inflexible quotas that must be met, but are instead targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire EEO Plan work. A goal is a guidepost against which Santa Cruz METRO or a compliance agency can measure progress in remedying identified deficiencies in Santa Cruz METRO's workforce. By setting realistic goals, based on expected vacancies and anticipated availability of skills within the relevant labor area, and using a job-related selection system, Santa Cruz METRO should be able to meet the goals, assuming it conducts effective recruitment and advertising efforts to ensure an adequate pool of qualified minority and/or female qualified applicants from which to make selections.

CHAPTER 7: DESIGNATION OF RESPONSIBILITY

As part of its efforts to ensure equal employment opportunity to all individuals, Santa Cruz METRO has designated specific responsibilities to various staff to ensure the EEO Program focuses on all components of the employment system. To that end, the CEO/General Manager, the Human Resources (HR) Manager/EEO Officer and those employed as supervisors and managers have undertaken the responsibilities described below.

CEO/General Manager (Alex Clifford)

The primary responsibility and accountability for implementing the EEO Plan rests with the CEO/General Manager. The CEO/General Manager is responsible, through the Human Resources Manager, for adherence to Santa Cruz METRO's policy of equal employment. This role includes, but is not limited to, the following duties:

1. Designate appropriate personnel with the responsibility for overseeing, administering, implementing, and monitoring METRO's EEO Plan and Program. Ensure that these personnel are identified in writing by name and job title.
2. Ensure that those designated personnel responsible for all EEO Program components are given the necessary authority and top management support and staffing to successfully implement their assigned responsibilities.
3. Impart the personal direction that insures total involvement and commitment to equal employment opportunity programs through Santa Cruz METRO's EEO Program.
4. Participate in periodic discussions with management, supervision, and all other employed personnel to ensure equal employment opportunity policies are being followed.
5. Ensure that EEO reporting to regulatory agencies is properly completed and submitted as required.

Human Resources (HR) Manager /EEO Officer (Robyn Slater)

The Human Resources (HR) Manager/EEO Officer (HR Manager) is responsible for overall direction of the EEO program. The HR Manager ensures that all relevant policies and procedures are adhered to through management and supervisory personnel. This role includes, but is not limited to, the following:

1. Advise management in the modification and development of Santa Cruz METRO's policies to ensure the enhancement of equal employment opportunity for all employees and potential employees within existing equal employment opportunity guidelines.

Attachment B

2. Provide guidance and direction to all managers and supervisors on how to implement actions required for meeting Santa Cruz METRO's equal employment opportunity commitments, including the prevention of sexual harassment, discrimination, and retaliation.
3. Develop, implement, and maintain audit and reporting systems to measure effectiveness of equal employment opportunity programs, including those that will indicate the need for remedial action and determine the degree to which goals and objectives have been obtained.
4. Conduct periodic audits to ensure all required posters and those advertising Santa Cruz METRO's Equal Employment Opportunity policies are displayed and are being thoroughly communicated.
5. Review, report on, and update Santa Cruz METRO's EEO Plan at least on a triennial annual basis in accordance with stated policy.
6. Inform union officials of Santa Cruz METROs commitment to EEO and educate union officials on their responsibilities in carrying out Santa Cruz METROs EEO and policies.
7. Include non-discrimination clauses in all union agreements, and review all contractual provisions to ensure they are non-discriminatory.
8. Facilitate internal and external communications to ensure Santa Cruz METRO's EEO policies are made known, and serve as liaison between Santa Cruz METRO and EEO enforcement agencies.
9. Provide guidance counseling and direction to Santa Cruz METRO's employees, as necessary, to carry out all actions required to meet Santa Cruz METRO's equal employment opportunity commitments.
10. Conduct periodic audits of all employment practices and suggest ways to ensure they are non-discriminatory, and periodically audit Santa Cruz METRO's training and social activities to ensure that all employees are being encouraged to participate in accordance with EEO policies, especially those covered by this Plan.
11. Maintain the working relationship with minority and female recruiting sources, state employment offices, covered veteran's organizations, and rehabilitation service centers to improve outreach and to advise them of Santa Cruz METRO's equal employment opportunity policies.
12. Continue to ensure all new employees receive a special orientation to Santa Cruz METRO's equal employment opportunity and sexual harassment prevention policies, the EEO Plan and its objectives, and anti-discrimination policies and procedures.

Attachment B

13. Periodically analyze applicant flow data to determine the mix of persons applying by employment by race/ethnicity and gender, and report identified deficiencies to senior management.
14. Develop a process whereby job descriptions and specifications will be reviewed to ensure they are free from discriminatory provisions and all requirements are job-related, realistic, and reflect actual essential work requirements.
15. Conduct EEO investigations in a timely manner following legal and regulatory methods and procedures.

Directors, Managers, Administrators, and Supervisors

In their direct day-to-day contact with Santa Cruz METRO's employees, Directors, Managers, Administrators, and Supervisors have assumed certain responsibilities to help facilitate METRO's compliance and effective implementation of the equal employment opportunity program. These include, but are not limited to, the following:

1. Strictly adhere to Santa Cruz METRO's equal employment opportunity policy.
2. Support and assist the HR Manager in developing, maintaining, and successfully implementing the EEO Plan.
3. Take action to prevent harassment of employees.
4. Monitor areas of responsibility for equal employment opportunities related to job assignments, training opportunities, special assignments, disciplinary actions, performance evaluations, and promotional opportunities.
5. Collaborate with Human Resources to address areas of underutilization through community outreach and recruitment, and participate in identified outreach efforts.
6. Collaborate with the HR Manager to assess and make reasonable accommodations for applicants and employees with disabilities.
7. Cooperate fully with the EEO Office during EEO complaint investigations.

Responsibilities of All Employees

It is the responsibility and obligation of all Santa Cruz METRO employees to understand and strictly adhere to Santa Cruz METRO's EEO and affirmative action policies and procedures, and to conduct themselves in a professional, courteous, responsible, and non-discriminatory manner. All employees involved in EEO complaint investigations (whether complainants, respondents, or witnesses) must cooperate fully with the EEO Office during the complaint investigation process. Any employee who violates these policies and procedures will be subject to disciplinary action, up to and including termination of employment.

CHAPTER 8: IDENTIFICATION OF PROBLEM AREAS

Terminology

The phrases “comparison of incumbency to availability,” and “problem area” appearing in this chapter are terms Santa Cruz METRO is required by government regulations to use. The criteria used in relation to these terms are those specified by the government. These terms have no independent legal or factual significance. Although Santa Cruz METRO will use the terms in good faith in connection with its EEO Program, such use does not necessarily signify the company agrees that these terms are properly applied to any particular factual situation and is not an admission of non-compliance with EEO laws, regulations, and objectives. Whenever the term “goal” is used, it is expressly intended that it “should not be used to discriminate against any applicant or employee because of race, color, religion, gender, or national origin,” as stated in *Title 41 Code of Federal Regulations, Part 60-2.16(e)*.

Identifying Problem Areas

To identify areas of concern, the Assistant HR Manager reviewed the availability analyses by job group, as well as by organizational unity, and evaluated hires, promotions, and terminations within the job groups over the past three years.

Availability exceeded incumbents in the Administrative Support, Skilled Craft Worker, and Service-Maintenance Job Groups. Placement goals were then established within each of the job groups when the difference between employee percentage and availability was greater than one person (i.e. the “whole person” method of goal setting, as required by the FTA). Detailed placement goals are provided in Exhibit 9, and are summarized below.

Placement Goals

EEO Job Group	Female	Minority (all Groups)
Administrative Support	1	
Skill Craft Workers	1	
Service-Maintenance	21	5
Total Placement Goals	24	5

Next, METRO's personnel transactions, especially hires and separations, (which are shown by EEO Job Group in Exhibit 10), were reviewed to determine if there were any noticeable trends by either job group or classification.

First, there were 109 employees hired between January 1, 2012-December 31, 2014. Of those employees, 69 were either Fixed Route or Van Operators, including 20 females. Within the Administrative Support group, eight of the eleven staff hired were females.

Attachment B

There were 66 terminations during the period. Over 37 percent had greater than 20 years service at the time of termination; while the data was not specifically tracked for such, 74 percent of the terminations were voluntary, and of those 53 percent (n=35) were retirements; the remaining voluntary terminations were resignations.

Additionally of those who separated from the Santa Cruz Santa Cruz METRO, 38 were either Fixed Route or Van Operators, including 15 females.

These trends indicate staff will outreach of the female operators in the service category, as well as those long term employees who may be retiring.

CHAPTER 9: ACTION-ORIENTED PROGRAMS

Santa Cruz METRO tailors its action-oriented programs to ensure they are specific to identified problems. The following are examples of such action-oriented programs:

Outreach Process

1. Santa Cruz METRO will continue to place advertisements on job opportunities through local job service offices. The applicable local job service office will be notified concurrent with the placement of other external posting(s).
2. Due to the extensive technical education and experience required for some positions, Santa Cruz METRO will also continue to place job opportunity announcements on its website, and in statewide periodicals when appropriate.
3. Advertisements, purchase orders, and contracts will always carry the Equal Employment Opportunity clause.
4. Minority and female applicants will be considered for all posted positions for which they are qualified.
5. Santa Cruz METRO will participate in job fairs if there are sufficient numbers of openings to warrant participation.
6. Santa Cruz METRO will continue to employ interns who work during the summer and part-time during the school year.
7. Santa Cruz METRO will continue to publish recruiting brochures where minority and female members of the workforce are included, as well as in other company literature.

Attachment B

Job Specifications/Selection Process

1. Santa Cruz METRO will develop position descriptions that accurately reflect position functions, and are consistent for the same position from one location to another.
2. Santa Cruz METRO will develop job or classification specifications that contain academic, experience, and skill requirements that do not constitute inadvertent discrimination. Develop specifications that are free from bias with regard to age, race, color, religion, national origin, disability, or veteran status.
3. METRO will make approved classification specifications available to all members of management involved in the recruiting, screening, selection, and promotion process.
4. Santa Cruz METRO will continue to use only classification specifications that include job-related criteria.
5. Santa Cruz METRO will continue to carefully select and counsel all personnel involved in the recruiting, screening, selection, promotion, disciplinary, and related processes to eliminate bias in all personnel actions.

Job Advancement

1. Santa Cruz METRO will make minority and female employees available to participate in Career Days, Youth Motivation Programs, and related activities in the community, as necessary. These include representation at the Santa Cruz County Fair, First Friday, Leadership Santa Cruz and other opportunities that provide opportunities for visibility and advancement.
2. Santa Cruz METRO will continue to post job opportunities. Santa Cruz METRO's Job Posting Policy requires postings of all positions governed by a collective bargaining agreement (CBA) or memorandum of understanding (MOU). While the posting process and time limits vary, depending on the classification and under which bargaining unit it is governed by, all job opportunities are subject to a competitive hiring process.
3. Santa Cruz METRO will require Hiring Managers to submit justification for all hiring decisions, and will meet with any employee upon request to discuss when he/she is passed over for a promotional opportunity.
4. Santa Cruz METRO will continue to encourage all employees to participate in company-sponsored social and recreational activities and provide equal access to company-owned facilities.

Attachment B

5. Santa Cruz METRO will provide employees access to training courses for inclusion in their career development plans.

CHAPTER 10: INTERNAL AUDIT AND REPORTING

Inherent in the any EEO Program is the need for periodic self-assessment of problems encountered, corrective action taken, and progress made. Additionally, the *Uniform Guidelines on Employee Selection Procedures (1978)* require that employers maintain data with which to determine adverse impact for any of its employment-related processes and procedures. Self-evaluation requires complex record keeping systems on applicants, employees, and components of the EEO Program. Santa Cruz METRO's internal auditing and reporting systems are used as the basis for evaluating systemic results-oriented programs, and effective affirmative action. The EEO Office is also responsible for working with other management personnel to guide them in attaining full compliance.

Self-Identification

Santa Cruz METRO attaches an *Equal Opportunity Survey* to each Employment Application (Exhibit 10). This survey is designed to obtain EEO data needed to conduct required analyses for the EEO Plan. The survey is also used for the following purposes:

1. Obtain applicant residency data to define Santa Cruz METRO's local labor area.
2. Determine if Santa Cruz METRO's recruitment efforts are effective.
3. Identify the most effective referral sources.
4. Determine if applicant pools, at any stage in the selection process, are equal or greater to availability set forth in this EEO Plan.

Once an Employment Application is submitted, the *Equal Opportunity Survey* is detached and maintained in a private file to be used for recordkeeping purposes only. No employment decisions are made based on the data collected from the surveys. Once an employee is hired, (s)he has an additional opportunity during the new employee orientation to submit the *Equal Opportunity Survey*. The same rules set forth above apply to the use and maintenance of these surveys.

As stated in Chapter 1, in 2007 the EEOC added the Native Hawaiian and Other Pacific Islander (NHOPI) ethnicity category, in addition to Two or More Races (2+) to support its enforcement of Title VII of the Civil Rights Act of 1964. To more accurately reflect Santa Cruz METRO's Workforce statistics, the HR Manager will disseminate a voluntary EEO Survey to all employees prior to Santa Cruz METRO's biennial EEO-4 submission, which is due September 30, 2015. Additional surveys for voluntary updates of EEO information will be conducted periodically.

Personnel Transactions Summary

Exhibit 11 shows personnel transactions for each job group. The transactions included in the report include applicants, hires, promotions to/from a different job group, promotions within a job group, and voluntary/involuntary terminations. The data includes the period from January 1, 2012 - December 31, 2014.

Action-Oriented Programs Related to Internal Audits and Reporting

The HR Manager reviews and updates the plan triennially. During the review process, new laws, guidelines, regulations, and court decisions are considered.

The HR Manager works with District Counsel to establish procedures and practices that meet EEO internal audit guidelines and reporting requirements.

During the previous plan years (2012-2014), Santa Cruz METRO did continue its community outreach programs by attending job fairs focused on minorities and females; and placing recruitment advertising in media focused on minorities and females, and will continue to provide opportunities whenever possible, in the future.

With the implementation of the new Human Resources Information System (HRIS), better tracking of applicants' referral sources is expected, as candidates will have the ability to enter their own data. Additionally, reporting functionality should be easier to generate and more readily available.

CHAPTER 11: COMPENSATION

The majority of Santa Cruz METRO's employees are covered by collective bargaining agreements ("CBA") or memorandum of understandings ("MOU"). As a result, Santa Cruz METRO exercises little or no discretion in setting their wages, other than through the bargaining process.

Santa Cruz Santa Cruz METRO employees whose terms of employment are governed by a CBA or MOU also have a Reclassification Request process where by an employee may, in accordance with the terms of his/or her bargaining agreement, may request a classification study, a wage study, or both.

However, no agency-wide classification and compensation study has ever been performed. Classification and wage surveys have been conducted as required by contractual language contained in the agreements with the unions. Over time, factors such as operational, program, technological, regulatory, and staffing changes may have resulted in class specifications and pay becoming misaligned from the actual nature,

Attachment B

level and scope of work performed by incumbents. Wage and classifications studies that have been performed do not allow for a strategic review of the organization. Approval has been granted to conduct a District-wide classification and compensation study in Fiscal Year 2016, in hopes of developing updated and revised classifications specifications, a manageable compensation structure, and a sound salary administration program.

When offering employment or promotional opportunities, the compensation offered by Santa Cruz METRO is not reduced because of any disability income, pension, or other benefit the applicant or employee receives from another source.

CHAPTER 12: ACCOMODATION

It is the policy of Santa Cruz METRO that equal employment opportunity is provided in the employment and advancement of covered veterans and persons with disabilities at all levels of employment. Santa Cruz METRO does not and will not discriminate against any applicant or employee because he or she is a covered veteran or because of a physical or mental disability with regard to any position for which the applicant or employee is qualified.

Decisions related to personnel policies and practices will be made based on an individual's capacity to perform a particular job and the feasibility of any necessary job accommodation. Santa Cruz METRO will make every effort to provide reasonable accommodations to any physical and mental limitations of individuals with disabilities and to disabled veterans.

Santa Cruz METRO's Reasonable Accommodation Policy is provided as Appendix E for reference on how to request a reasonable accommodation.

GLOSSARY OF TERMS

ADVERSE IMPACT

Applies to a business practice that is neutral in its application in that it is applied evenly to all applicants or employees, but which has the effect of disproportionately excluding or otherwise adversely affecting persons of a protected group. For example, a height requirement for a job might eliminate females and Asian males at a disproportionate rate.

AFFECTED CLASS

Any group that continues to suffer the effects of past discriminatory practices. Affected class status must be determined by analysis or court decision.

AFFIRMATIVE ACTION

Specific action taken to ensure equal opportunity in recruitment, hiring, promotion and other areas designed and taken for the purpose of eliminating the present effects of past discrimination or to prevent discrimination.

AFFIRMATIVE ACTION PLAN

A written, detailed, results-oriented set of procedures designed to achieve prompt and full utilization of minorities and females at all levels and in all parts of the recipient's work force.

AFFIRMATIVE ACTION PROGRAM

- Demonstrates the employer's good faith efforts to meet goals and eliminate barriers to employment;
- Ensures affirmative action awareness before hiring decisions are made rather than after the fact;
- Involves training hiring officials and selling the concept of affirmative action;
- Prohibits employers from engaging in unlawful discrimination;
- Prohibits quotas;
- Does not require employers to hire unqualified people;
- Is voluntary, unless required by state or federal mandate.

AFFIRMATIVE RECRUITMENT

Special recruitment efforts undertaken to assure that qualified protected class members are well represented in the applicant pools for positions from or in which they have been excluded or substantially underutilized. Such efforts may include contacting organizations and media with known protected class constituencies. Open job posting and advertising and "equal opportunity employer" statements necessary in many situations are matters of nondiscrimination rather than measures of affirmative recruitment.

AFRICAN-AMERICAN/BLACK

A person, not of Hispanic origin, who has origin in any of the black racial groups of Africa. Terms such as "Haitian" may be used in addition to "Black or African American."

Attachment B

AMERICAN INDIAN OR ALASKA NATIVE (NATIVE AMERICAN)

All persons having origins in any of the original peoples of North and South America (including Central America), and who maintain cultural identification through tribal affiliation or community recognition. A person having origin in any of the original peoples of North America and who maintains tribal affiliation or community attachment.

ANNUAL PERCENTAGE GOAL

For each underutilized job group the organization must have an annual percentage goal equal to the availability for the job group.

APPLICANT FLOW

The number of applicants applying for a particular job over a given period, analyzed by protected class characteristics.

APPLICANT POOL

All people who have applied for a particular job or group of jobs during a specific period, which become the collection of candidates from where the selection decision(s) for available positions may be made.

ASIAN

All persons having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent. This area includes, for example, Cambodia, China, India, Indonesia, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Singapore, Thailand, and Vietnam.

BONA FIDE OCCUPATIONAL QUALIFICATION (BFOQ)

A minimum qualification that is needed to be able to perform the duties of a particular job, which would otherwise be unlawful because of its discriminatory impact based on one's sex, religion, or national origin, etc. Examples are the requirement that an actor playing the part of a woman be a woman or that a minister of a particular religion be a member of that particular religion. The concept of BFOQ is interpreted very narrowly by both the EEOC and the federal courts. Age may be a BFOQ under the Age Discrimination Employment Act of 1967. Race is never a BFOQ.

BUSINESS NECESSITY

A legitimate business purpose that justifies an employment practice as valid and necessary for the effective achievement of the organization's objectives and the safe and efficient operation of the business.

CAREER LADDER

A series of related jobs in a promotional sequence generally starting with less difficult, lower paying jobs and progressing to more difficult, higher paying jobs. Often, the jobs at the "bottom" of the career ladder provide required training for movement up the ladder.

Attachment B

CAUCASIAN/WHITE

Persons (not of Hispanic origin) having origins in any of the original peoples of Europe, North Africa, or the Middle East.

CIVIL RIGHTS

Personal rights guaranteed and protected by the Constitution (i.e., freedom of speech, press, freedom from discrimination).

CLASS ACTION

A civil action brought by one or more individuals on behalf of themselves and "all others similarly situated" (or equivalent language). The purpose of a class action is to secure a judicial remedy which not only eliminates a wrong committed against an individual, and compensates him or her for the effects of that wrong, but which also provides such remedies for all others in a definable class who have suffered as a result of the same practice or practices. The technical legal requirements and definition of a class in federal court proceedings are contained in Rule 23(b) of the Federal Rules of Procedure.

CODE OF FEDERAL REGULATIONS (CFR)

The Code of Federal Regulations is a codification of the general and permanent rules published in the Federal Register by the Executive departments and agencies of the federal government. The code is divided into 50 titles, which represent broad areas subject to federal regulation. For example, Title 41 CFR, Chapter 60 deals with the various Department of Labor EEO regulations and guidelines concerning federal government contractors.

COMPARABLE WORTH

Payment of wages based on the value of the work performed taking into consideration such factors as education, training, skills, experience, effort, responsibility and working conditions. This issue is raised particularly in comparing salaries paid for occupations that are traditionally female to salaries paid for those that are traditionally male.

COMPLIANCE

A situation in which an agency fully meets the requirements of laws, rules, and regulations and court cases that mandate nondiscrimination and affirmative action.

COMPLIANCE AGENCY

Any local, state, or federal government agency that administers laws or regulations in the EEO field.

CONCENTRATION

A higher representation of a particular group (e.g., Blacks, Hispanics, females, etc.) in a job category or department as compared to their representation in the relevant labor market.

Attachment B

DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING (DFEH)

The California Department of Fair Employment and Housing (DFEH) is the largest state civil rights agency in the country. It was established by the Legislature in 1959 as the Division of Fair Employment Practices and was initially part of the Department of Industrial Relations.

In 1980, DFEH was established as an independent department charged with enforcing California's comprehensive employment, housing, public accommodations and public service non-discrimination laws, as well as California's bias-related hate violence law.

DFEH's statutory mandate is to protect the people of California from discrimination in employment, housing and public accommodations pursuant to the California Fair Employment and Housing Act, Government Code Section 12900, et seq., the Unruh Civil Rights Act, Civil Code Section 51, et seq., and the Ralph Civil Rights Act, Civil Code Section 51.7.

DFEH has jurisdiction over both private and public entities operating within the State of California, including corporate entities, private sector contracts granted by the State of California, and all State departments and local governments.

DFEH receives and investigates discrimination complaints in its twelve district offices throughout the State. Ten offices handle employment, public accommodations and hate violence cases and two offices handle housing cases. In addition, three legal offices that litigate cases and provide legal support to the district offices.

DFEH routinely provides technical assistance to employers, business establishments, and housing providers regarding their responsibilities under the law.

The Department is part of the State and Consumer Services Agency and is administered by a Director appointed by the Governor.

DIFFERENTIAL VALIDATION

Validation of test at different score levels for different classes of people. This is not tantamount to "lowering standards" for one or more groups to favor them over others. Differential validation occurs only where lower test scores by one class actually do predict a level of job performance equivalent to that predicted by the higher scores of another class.

DISABLED INDIVIDUAL

Any person who:

1. has a physical or mental impairment that substantially limits one or more major life activities;
2. has a record of such impairment; or
3. is regarded as having such an impairment.

The following are general definitions as to the meaning of disability:

Attachment B

- Physical or Mental Impairment means: 1) any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological, muscular-skeletal, special sense organs, respiratory (including speech organs), cardiovascular, reproductive, digestive, genito-urinary, hemic and lymphatic, skin, and endocrine, or 2) any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities. The term 'physical or mental impairment' includes, but is not limited to, such diseases and conditions as orthopedic, visual, speech and hearing impairments, cerebral palsy, epilepsy, muscular dystrophy, multiple sclerosis, cancer, heart disease, diabetes, mental retardation, emotional illness, drug addiction and alcoholism.
- Major Life Activities means functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.
- Has a Record of Such an Impairment means has a history of a mental or physical impairment that substantially limits one or more life activities.
- Is Regarded as Having an Impairment means; 1) has a physical or mental impairment that does not substantially limit major life activities but that is treated by an agency as constituting such a limitation; 2) has a physical or mental impairment that substantially limits major life activities only as a result of the attitudes of others toward such impairment; or 3) has none of the impairments defined above but is treated by an agency as having such an impairment.
- Substantially Limits means the degree the impairment affects employability. A handicapped individual that is likely to experience difficulty in securing, retaining, or advancing in employment will be considered substantially limited.

Note: California law has eliminated the word “substantially” in its definition of Disabled Individual.

DISABLED VETERAN

Any veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Secretary of Veterans Affairs, or who was discharged or released from active duty because of a service-connected disability.

DISCRIMINATION

Any act, or failure to act, which has the purpose or effect of limiting, excluding, or denying a person employment opportunity because of race, color, creed, national origin, sex, age, or mental or physical disability.

DISPARATE IMPACT

Applies to a business practice that is neutral in its application in that it is applied evenly to all applicants or employees, but which has the effect of disproportionately excluding

Attachment B

or otherwise adversely affecting persons of a protected group. For example, a height requirement for a job might eliminate females and Asian males at a disproportionate rate.

DISPARATE TREATMENT

A theory or category of employment discrimination that is found when an employer treats a group or individual differently because of its race, color, religion, sex, national origin, disability, or veteran status. An intent to discriminate is a necessary element in this type of employment discrimination, and can be shown by direct evidence or inferred through statistical, anecdotal, and/or comparative evidence.

EEO-4 REPORT

The biennial report that state and local government employers must file with the EEOC regarding the sex and minority status of their work force by job category and salary intervals. Those required to file include: A) all states, B) all other political jurisdictions that have 100 or more employees, and C) an annual sample (rotated each year) of those political jurisdictions which have 15-99 employees.

EIGHTY PERCENT RULE

Method of determining adverse impact. Selection rates for any group that is less than 80% (four-fifths) of the rate for other groups is evidence of a violation of this rule.

EMPLOYEE

Under Title VII of the Civil Rights Act of 1964, as amended:

" . . . an individual employed by an employer except that the term 'employee' shall not include any person elected to public office in any State or political subdivision of any State ... or any person chosen by such officer to be on such officer's personal staff, or an appointee on the policy making level or an immediate adviser with respect to the exercise of the constitutional or legal powers of the office. The exemption set forth in the preceding sentence shall not include employees subject to the civil service laws of a State Government, governmental agency, or political subdivision."

EMPLOYER

Under Title VII of the Civil Rights Act of 1964, as amended:

"...a person engaged in an industry affecting commerce that has fifteen or more employees for each working day in each of twenty or more calendar weeks in the current or preceding calendar year." The US Government and its wholly owned corporations, Indian tribes, certain departments of the District of Columbia Government, and tax exempt, bona fide private membership clubs are excluded from the definition.

Attachment B

EQUAL EMPLOYMENT OPPORTUNITY

Where all personnel activities are conducted to assure equal access in all phases of the employment process. Employment decisions are based solely on the individual merit and fitness of applicants and employees related to specific jobs, without regard to race, color, religion, sex, age, national origin, disability, marital status, or criminal record.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC)

The federal government agency mandated to enforce Title VII of the Civil Rights Act of 1964, as amended. The Commission has five members, each appointed to a five-year term by the President of the United States with the advice and consent of Congress. The Federal Commission on Equal Employment Opportunity has the power to bring suits, subpoena witnesses, issue guidelines that are enforceable by law, render decisions, provide legal assistance to complainants, etc., in regard to fair employment.

EQUAL PAY

To provide equal pay for males and females performing the same or substantially similar jobs in the same establishment, (as required by the Equal Pay Act of 1963 for employers subject to the Fair Labor Standards Act) (e.g., in a department store a female salesperson in the ladies shoe department must receive pay equal to that of a male salesperson in the men's shoe department.)

ETHNIC GROUP

A group identified based on religion, color, or national origin.

EXECUTIVE ORDER

A regulation by the President of the United States or the chief executive of a state that has the effect of law.

GOALS

Good faith, quantitative employment objectives that employers voluntarily set as the minimum progress they can make within a certain period (usually one year) to correct underutilization of protected classes in their work force.

GOOD FAITH EFFORTS

Those actions taken to achieve the objectives of the EEO program, which may include, but are not limited to, the establishment and conduct of processes to implement specific provisions of U. S. Department of Transportation circular.

GUIDELINES

Documents published by various compliance agencies for the purpose of clarifying provisions of a law or regulation and indicating how an agency will interpret its law or regulation.

HARASSMENT

Verbal, physical, visual, and other conduct that creates a hostile working environment and is directed towards persons based upon their protected status.

Attachment B

HISPANIC/LATINO

All persons of Cuban, Mexican, Puerto Rican, Central, or South American, or other Spanish culture or origin, regardless of race. The term "Spanish origin," can be used in addition to "Hispanic or Latino."

JAAR (Job Area Acceptance Range)

The acceptable range--either 20 percent above or below internal availability--for either females or minorities in a workforce sector.

JOB ANALYSIS

The systematic study of a job to provide information, which will enable those planning examinations or other selection devices to determine the knowledge, skills and abilities required for successful performance on the job.

JOB CATEGORY

A grouping or aggregation of job classifications for purposes of analysis or official reporting. Officials and Administrators, Professionals, Administrative Support, and Service Workers are examples of Job Categories.

JOB GROUP

One or a group of jobs having similar content (duties of the position and the technical expertise required to do the job), wage rates, and opportunities. Positions in job groups do not normally cross EEO-4 Categories.

MINORITY

For EEO official reporting purposes and for purposes of the work force analysis required in Revised Executive Order No. 4, the term "minority" includes Blacks/African Americans, Hispanics/Latinos, Alaskan Natives or American Indians, and Asians, Native Hawaiian or Other Pacific Islander, and Two or More Races (Multiple Race).

NATIONAL ORIGIN

The particular nation where a person was born, or where the person's parents or ancestors were born.

NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER

A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

NUMERIC GOAL

Even though numeric goals are not required, many times supervisors and managers request the "number" of protected group members that they are expected to hire in their respective areas.

OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS (OFCCP)

The branch of the US Department of Labor responsible for monitoring the compliance status of and resolving complaints against all employers having contracts with the Federal Government.

ONE PERSON STANDARD

Shortfall is the number of minorities or females below that which is expected (based upon availability).

PARITY

A condition achieved in an organization when the protected class composition of its work force is equal to that in the relevant available labor force.

PLACEMENT

Any employment decision made by the employer that has the effect of placing an individual in a position, training position, or any other position of opportunity in the company or institution.

PRIMA FACIE

A legal presumption that arises from a basic showing of facts, which will control a decision unless explicitly proved untrue. In the EEO area, statistics of underutilization have been sufficient to make a prima facie case for discrimination. It is then the responsibility of the employer to justify those statistics.

PROTECTED CLASSES

Groups identified in Executive Order 6 (minorities, females, disabled persons, and Veterans) that are specifically protected against employment discrimination.

QUOTAS

In employment law, court ordered or approved hiring and/or promoting of specified numbers or ratios of minorities or females in positions from which a court has found they have been excluded because of unlawful discrimination. Quotas are not the same as goals and timetables.

REASONABLE ACCOMMODATION

The changing of environment, schedules, or requirements to adapt to the known physical or mental limitations of a qualified, disabled applicant or employee. There are three (3) categories of reasonable accommodations:

1. Modifications or adjustments to a job application process to permit an individual with a disability to be considered for a job (such as providing application forms in alternative formats like large print or Braille);
2. Modifications or adjustments necessary to enable a qualified individual with a disability to perform the essential functions of the job (such as providing sign language interpreters); and

Attachment B

3. Modifications or adjustments that enable employees with disabilities to enjoy equal benefits and privileges of employment (e.g., removing physical barriers in an office cafeteria).

RELEVANT WORK FORCE

All individuals who are qualified to perform a particular job and who would accept employment in a particular geographic location.

RETALIATION

Any adverse personnel action taken against a person because the employee has filed a complaint or participated in an investigation.

SELECTION PROCESS

Any measure, combination of measures, or procedure used as a basis for any employment decision; commonly consists of minimum qualifications, test(s), employment interview, and probationary period.

SELECTIVE CERTIFICATION

The process of certifying the names of persons on an eligible list based on their possession of specific qualifying criteria (e.g. by sex).

SELF-IDENTIFICATION

The process of establishing racial/ethnic identity. The descriptions do not denote scientific definitions of anthropological origins; the categories used are those set forth in federal regulations. For the purposes of EEO data collection, an individual may be included in the group(s) in which he or she appears to belong, identifies with, or is regarded in the community as belonging.

SEXUAL HARASSMENT

Unwelcome sexual advances, requests for sexual favors or other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission to the conduct is either an explicit or implicit term or condition of employment;
2. Submission to or rejection of the conduct is used as a bases for an employment affecting the person rejecting or submitting to the conduct; or
3. The conduct has the purpose or effect of unreasonably interfering with an affected person's work performance, or creating an intimidating, hostile, or offensive work environment.

SEXUAL ORIENTATION

A private preference of an individual protected by Executive Order No. 28 for heterosexuality, homosexuality or bisexuality; or a history of such a preference; or an identification with having such a preference.

STANDARD DEVIATION

One of the most useful and widely used formulas for measuring degrees of dispersion.

Attachment B

STANDARD METROPOLITAN STATISTICAL AREA (SMSA)

A statistical standard developed for use by federal agencies in the production, analysis, and publication of data on metropolitan areas. Each SMSA has one or more central counties containing the area's main population concentration and may include outlying counties that have close economic and social relationships with the central counties.

SYSTEMIC DISCRIMINATION

A pattern of discrimination throughout a place of employment (or program) that is a result of pervasive, interrelated actions, policies, or procedures.

TIME TABLE

A specified timeframe required in all affirmative action plans, which designates when an employer believes the established numerical employment goals can be achieved.

TWO STANDARD DEVIATION METHOD

Indicates an underutilization in any job group in which the difference between the expected number of minorities or females and actual number in the group is greater than two standard deviations.

UNDERUTILIZATION

A condition where there are fewer minorities and/or females in a particular job category or department than would reasonably be expected based on their availability.

UNITED STATES COMMISSION ON CIVIL RIGHTS

An independent, bipartisan agency established by Congress in 1957 and directed to:

- (a) Investigate complaints alleging that citizens are being deprived of their right to vote because of their race, color, religion, sex, age, handicap, or national origin, or due to fraudulent practices.
- (b) Study and collect information concerning legal developments constituting discrimination or a denial of equal protection of the laws under the Constitution because of race, color, religion, sex, age, handicap, or national origin, or in the administration of justice.
- (c) Appraise Federal laws and policies with respect to discrimination or denial of equal protection of the laws because of race, color, religion, sex, age, handicap or national origin, or in the administration of justice.
- (d) Serve as a national clearinghouse for information in respect to discrimination or denial of equal protection of the laws because of race, color, religion, sex, age, handicap, or national origin.
- (e) Submit reports, findings, and recommendations to the President and Congress.

VALIDATION

The process by which employee selection devices are demonstrated empirically to be predictive of job performance. Under EEOC Guidelines, tests or other selection devices that screen out minorities or females at a greater rate than others must be validated according to procedures that meet the published standards of the American Psychological Association.

Attachment B

VETERAN

A veteran, as defined by the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, ("VEVRAA"), 38 U.S.C. Section 4212(d), includes:

- (1) Disabled veterans;
- (2) Other protected veterans (veterans who served on active duty in the U.S. military during a war or in a campaign or expedition for which a campaign badge is awarded);
- (3) Armed Forces service medal veterans (veterans who, while serving on active duty in the Armed Forces, participated in a United States military operation for which an Armed Forces service medal was awarded pursuant to Executive Order 12985); and
- (4) Recently separated veterans (veterans within 36 months from discharge or release from active duty).

WORK FORCE ANALYSIS

A statistical analysis of the numbers and percentages of all employees of a specific employer by race, or ethnic origin, sex, Veteran, and/or disability status by job category and level.

Attachment B

LIST OF EXHIBITS

- Exhibit 1: Workforce Analysis
- Exhibit 2: Santa Cruz METRO Organizational Chart
- Exhibit 3: Lines of Progression/Job Families
- Exhibit 4: Job Group Analysis
- Exhibit 5: External Availability Analysis
- Exhibit 6: Internal Availability Analysis
- Exhibit 7: Zip Code Analysis
- Exhibit 8: Placement Goals
- Exhibit 9: Summary of Placement Goals
- Exhibit 10: Santa Cruz METRO Employment Application Equal Opportunity Survey
- Exhibit 11: Personnel Transactions Summary

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 1 - Workforce Analysis

Organizational Unit: 1100

Job Code	JobTitle	Salary (\$)	Total		Total													
			EMP	MIN	EMP	W	AA	H	A	NA	PI	2+						
OA62	CEO/GENERAL MANAGER	184,620.80	1	0	Male	1	1	0	0	0	0	0	0	0	0	0	0	0
					Female	0	0	0	0	0	0	0	0	0	0	0	0	0
OA64	Chief Operations Officer	149,572.80	1	1	Male	1	0	0	1	0	0	0	0	0	0	0	0	0
					Female	0	0	0	0	0	0	0	0	0	0	0	0	0
OA57	Proj Mgr - Metrobase	107,411.20	1	1	Male	1	0	0	0	1	0	0	0	0	0	0	0	0
					Female	0	0	0	0	0	0	0	0	0	0	0	0	0
AS65	Executive Assistant	69,180.80	1	0	Male	0	0	0	0	0	0	0	0	0	0	0	0	0
					Female	1	1	0	0	0	0	0	0	0	0	0	0	0
AS70	Admin Assistant	59,987.20	1	1	Male	0	0	0	0	0	0	0	0	0	0	0	0	0
					Female	1	0	0	1	0	0	0	0	0	0	0	0	0
	Grand Total #		5	3	Male #	3	1	0	1	1	0	0	1	0	0	0	0	0
	Grand Total %			60.0	Male %	60.0	20.0	0.0	20.0	20.0	0.0	0.0	20.0	0.0	0.0	0.0	0.0	0.0
					Female #	2	1	0	1	0	0	0	1	0	0	0	0	0
					Female %	40.0	20.0	0.0	20.0	0.0	0.0	0.0	20.0	0.0	0.0	0.0	0.0	0.0

(+) Indicates this job contains employees who are included from another facility.

(-) Indicates this job contains employees included in this plan's Workforce Analysis but who are excluded from the rest of this facility's Affirmative Action plan.

As of 12/31/2014

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 1 - Workforce Analysis

Organizational Unit: 1200

Job Code	Job Title	Salary (\$)	EMP	MIN	Total												
					EMP	W	AA	H	A	NA	PI	2+					
OA12	Finance Manager	135,969.60	1	0	Male	0	0	0	0	0	0	0	0	0	0	0	0
					Female	1	1	0	0	0	0	0	0	0	0	0	0
P80	Asst Finance Manager	102,294.40	1	0	Male	0	0	0	0	0	0	0	0	0	0	0	0
					Female	1	1	0	0	0	0	0	0	0	0	0	0
AS02	Senior Financial Analyst	85,820.80	1	0	Male	0	0	0	0	0	0	0	0	0	0	0	0
					Female	1	1	0	0	0	0	0	0	0	0	0	0
P98	Sr. Trans Planner	75,296.00	1	0	Male	1	1	0	0	0	0	0	0	0	0	0	0
					Female	0	0	0	0	0	0	0	0	0	0	0	0
P10	ACCOUNTANT II	73,569.60	1	1	Male	0	0	0	0	0	0	0	0	0	0	0	0
					Female	1	0	0	0	1	0	0	0	0	0	0	0
P70	GRANTS/LEGIS ANALYST	72,072.00	2	0	Male	1	1	0	0	0	0	0	0	0	0	0	0
					Female	1	1	0	0	0	0	0	0	0	0	0	0
AS72	Accounting Specialist	69,534.40	1	0	Male	0	0	0	0	0	0	0	0	0	0	0	0
					Female	1	1	0	0	0	0	0	0	0	0	0	0
AS04	Payroll/Accounting Support Specialist	62,566.40	1	0	Male	0	0	0	0	0	0	0	0	0	0	0	0
					Female	1	1	0	0	0	0	0	0	0	0	0	0
Grand Total #			9	1	Male #	2	2	0	0	0	0	0	0	0	0	0	0
Grand Total %				11.1	Male %	22.2	22.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
					Female #	7	6	0	0	1	0	0	0	0	0	0	0
					Female %	77.8	66.7	0.0	0.0	11.1	0.0	0.0	0.0	0.0	0.0	0.0	0.0

(+) Indicates this job contains employees who are included from another facility.

(-) Indicates this job contains employees included in this plan's Workforce Analysis but who are excluded from the rest of this facility's Affirmative Action plan.

As of 12/31/2014

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 1 - Workforce Analysis

Organizational Unit: 1300

Job Code	Job Title	Salary (\$)	Total		Total												
			EMP	MIN	EMP	W	AA	H	A	NA	PI	2+					
PP13	TRANSIT SUPERVISOR	81,868.80	1	1	Male	0	0	0	0	0	0	0	0	0	0	0	0
					Female	1	0	0	1	0	0	0	0	0	0	0	0
AS70	Admin Assistant	59,987.20	1	1	Male	0	0	0	0	0	0	0	0	0	0	0	0
					Female	1	0	0	0	0	0	0	0	0	0	0	1
AS33	T&P Prog Specialist	57,366.40	1	1	Male	0	0	0	0	0	0	0	0	0	0	0	0
					Female	1	0	0	1	0	0	0	0	0	0	0	0
AS16	Cus Serv Rep	50,627.20	3	3	Male	0	0	0	0	0	0	0	0	0	0	0	0
					Female	3	0	0	3	0	0	0	0	0	0	0	0
Grand Total #			6	6	Male #	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total %				100.0	Male %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
					Female #	6	0	0	5	0	0	0	0	0	0	1	1
					Female %	100.0	0.0	0.0	83.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	16.7

(+) Indicates this job contains employees who are included from another facility.

(-) Indicates this job contains employees included in this plan's Workforce Analysis but who are excluded from the rest of this facility's Affirmative Action plan.

As of 12/31/2014

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 1 - Workforce Analysis

Organizational Unit: 1400

Job Code	JobTitle	Salary (\$)	Total		Total													
			EMP	MIN	EMP	W	AA	H	A	NA	PI	2+						
OA29	Human Res Manager	128,564.80	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
					Male	0	0	0	0	0	0	0	0	0	0	0	0	0
					Female	1	1	0	0	0	0	0	0	0	0	0	0	0
OA55	Asst Hr Manager	97,427.20	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
					Male	0	0	0	0	0	0	0	0	0	0	0	0	0
					Female	1	1	0	0	1	0	0	0	0	0	0	0	0
AS03	Benefits Administrator	66,892.80	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
					Male	0	0	0	0	0	0	0	0	0	0	0	0	0
					Female	1	1	0	0	0	0	0	0	0	0	0	0	0
AS07	Human Resource Clerk	51,542.40	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
					Male	0	0	0	0	0	0	0	0	0	0	0	0	0
					Female	1	1	0	0	0	0	0	0	0	0	0	0	0
			Grand Total #	4	1	0	0	0	0	0	0	0	0	0	0	0	0	0
			Grand Total %		25.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
					Female #	4	3	0	1	0	0	0	0	0	0	0	0	0
					Female %	100.0	75.0	0.0	25.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

(+) Indicates this job contains employees who are included from another facility.

(-) Indicates this job contains employees included in this plan's Workforce Analysis but who are excluded from the rest of this facility's Affirmative Action plan.

As of 12/31/2014

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 1 - Workforce Analysis

Organizational Unit: 1500

Job Code	JobTitle	Salary (\$)	Total		Total												
			EMP	MIN	EMP	MIN	W	AA	H	A	NA	PI	2+				
OA60	ASST MGR OF ITS	120,411.20	1	0	1	0	Male	1	0	0	0	0	0	0	0	0	0
							Female	0	0	0	0	0	0	0	0	0	0
P96	Sr. Datab Administr	114,940.80	1	0	1	0	Male	1	0	0	0	0	0	0	0	0	0
							Female	0	0	0	0	0	0	0	0	0	0
T04	Sr It Tech	59,737.60	2	1	0	1	Male	0	0	0	0	0	0	0	0	0	0
							Female	2	1	0	0	0	0	1	0	0	0
	Grand Total #		4	1	2	1	Male #	2	0	0	0	0	0	0	0	0	0
	Grand Total %			25.0	50.0	50.0	Male %	50.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
							Female #	2	0	0	0	0	0	1	0	0	0
							Female %	50.0	0.0	0.0	0.0	0.0	0.0	25.0	0.0	0.0	0.0

(+) Indicates this job contains employees who are included from another facility.

(-) Indicates this job contains employees included in this plan's Workforce Analysis but who are excluded from the rest of this facility's Affirmative Action plan.

As of 12/31/2014

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 1 - Workforce Analysis

Organizational Unit: 1700

Job Code	Job Title	Salary (\$)	Total		Total															
			EMP	MIN	EMP	W	AA	H	A	NA	PI	2+								
OA36	District Counsel	172,785.60	1	0	Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
					Female	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0
P100	Security and Risk Administrator	85,779.20	1	1	Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
					Female	1	0	0	1	0	0	0	0	0	0	0	0	0	0	0
PP15	Paralegal	70,158.40	2	0	Male	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
					Female	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total #			4	1	Male #	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Grand Total %				25.0	Male %	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
					Female #	4	3	0	1	0	0	0	0	0	0	0	0	0	0	0
					Female %	100.0	75.0	0.0	25.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

(+) Indicates this job contains employees who are included from another facility.

(-) Indicates this job contains employees included in this plan's Workforce Analysis but who are excluded from the rest of this facility's Affirmative Action plan.

As of 12/31/2014

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 1 - Workforce Analysis

Organizational Unit: 1900

Job Code	JobTitle	Salary (\$)	Total		Total													
			EMP	MIN	EMP	W	AA	H	A	NA	PI	2+						
OA61	Purchasing Manager	100,734.40	1	0	Male	0	0	0	0	0	0	0	0	0	0	0	0	0
					Female	1	0	0	0	0	0	0	0	0	0	0	0	0
AS06	Purchasing Assistant	56,763.20	1	0	Male	1	0	0	0	0	0	0	0	0	0	0	0	0
					Female	0	0	0	0	0	0	0	0	0	0	0	0	0
AS70	Admin Assistant	51,792.00	1	0	Male	0	0	0	0	0	0	0	0	0	0	0	0	0
					Female	1	0	0	0	0	0	0	0	0	0	0	0	0
	Grand Total #		3	0	Male #	1	0	0	0	0	0	0	0	0	0	0	0	0
	Grand Total %			0.0	Male %	33.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
					Female #	2	0	0	0	0	0	0	0	0	0	0	0	0
					Female %	66.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

(+) Indicates this job contains employees who are included from another facility.

(-) Indicates this job contains employees included in this plan's Workforce Analysis but who are excluded from the rest of this facility's Affirmative Action plan.

As of 12/31/2014

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 1 - Workforce Analysis

Organizational Unit: 2200

Job Code	JobTitle	Salary (\$)	Total		Total															
			EMP	MIN	EMP	W	AA	H	A	NA	PI	2+								
SC14	Fac Maint Supervisor	80,891.20	1	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
						Male	Female													
SM40	Lead Custodian	59,779.20	1	1	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0
						Male	Female													
AS94	ADMIN SPECIALIST	57,116.80	1	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
						Male	Female													
SC12	Fac Maint Wkr II	52,353.60	7	3	7	4	1	1	0	0	0	0	0	0	0	0	0	0	0	0
						Male	Female													
SM29	Custod Serv Wkr I	34,611.20	5	5	5	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0
						Male	Female													
Grand Total #			15	9	13	5	2	5	0	0	0	0	0	0	0	0	0	0	0	1
Grand Total %				60.0	86.7	33.3	13.3	33.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	6.7
					2	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0
					13.3	6.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

(+) Indicates this job contains employees who are included from another facility.

(-) Indicates this job contains employees included in this plan's Workforce Analysis but who are excluded from the rest of this facility's Affirmative Action plan.

As of 12/31/2014

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 1 - Workforce Analysis

Organizational Unit: 3100

Job Code	Job Title	Salary (\$)	Total		Total													
			EMP	MIN	EMP	W	AA	H	A	NA	PI	2+						
OA56	Paratran Supt	107,411.20	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
					Male	0	0	0	0	0	0	0	0	0	0	0	0	
					Female	1	1	0	0	0	0	0	0	0	0	0	0	0
OA58	Asst Paratrans Supt	73,840.00	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	
					Male	1	1	0	0	0	0	0	0	0	0	0	0	0
					Female	0	0	0	0	0	0	0	0	0	0	0	0	0
P81	Paratran Elig Coord	73,673.60	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
					Male	0	0	0	0	0	0	0	0	0	0	0	0	0
					Female	1	1	0	0	0	0	0	0	0	0	0	0	0
PP10	Access Services Coor	63,606.40	1	0	1	1	0	0	0	0	0	0	0	0	0	0	0	
					Male	1	1	0	0	0	0	0	0	0	0	0	0	0
					Female	0	0	0	0	0	0	0	0	0	0	0	0	0
PP21	Paratransit Supervisor	50,897.60	2	0	1	1	0	0	0	0	0	0	0	0	0	0	0	
					Male	1	1	0	0	0	0	0	0	0	0	0	0	0
					Female	1	1	0	0	0	0	0	0	0	0	0	0	0
AS92	Paratrans Clerk Iii	46,321.60	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	
					Male	0	0	0	0	0	0	0	0	0	0	0	0	0
					Female	1	1	0	1	0	0	0	0	0	0	0	0	0
AS88	Dispatcher	44,116.80	4	3	3	1	0	0	2	0	0	0	0	0	0	0	0	
					Male	3	1	0	2	0	0	0	0	0	0	0	0	0
					Female	1	0	1	0	0	0	0	0	0	0	0	0	0
AS89	Dispatch/schedulers	36,046.40	3	1	2	1	0	0	1	0	0	0	0	0	0	0	0	
					Male	2	1	0	1	0	0	0	0	0	0	0	0	0
					Female	1	1	0	0	0	0	0	0	0	0	0	0	0
AS90	Reservationist	32,697.60	6	6	1	0	0	0	1	0	0	0	0	0	0	0	0	
					Male	1	0	0	1	0	0	0	0	0	0	0	0	0
					Female	5	0	0	5	0	0	0	0	0	0	0	0	0
					Grand Total #	20	12	9	4	0	5	0	0	0	0	0	0	0
					Grand Total %		60.0	45.0	20.0	0.0	25.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
					Female #	11	4	4	4	2	5	0	0	0	0	0	0	0
					Female %	55.0	20.0	20.0	20.0	10.0	25.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

(+) Indicates this job contains employees who are included from another facility.

(-) Indicates this job contains employees included in this plan's Workforce Analysis but who are excluded from the rest of this facility's Affirmative Action plan.

As of 12/31/2014

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 1 - Workforce Analysis

Organizational Unit: 3150

Job Code	JobTitle	Salary (\$)	Total		Total									
			EMP	MIN	W	AA	H	A	NA	PI	2+			
SM36	Van Drivers	32,656.00	33	24	8	1	15	0	1	0	0	0	0	0
					Male	0	0	6	1	0	0	0	0	0
					Female	1	0	6	1	0	0	0	0	0
			33	24	8	1	15	0	1	0	0	0	0	0
		Grand Total #	33	24	8	1	15	0	1	0	0	0	0	0
		Grand Total %		72.7	24.2	3.0	45.5	0.0	3.0	0.0	0.0	0.0	0.0	0.0
					Male #	0	0	6	1	0	0	0	0	0
					Female #	1	0	6	1	0	0	0	0	0
					Female %	3.0	0.0	18.2	3.0	0.0	0.0	0.0	0.0	0.0

(+) Indicates this job contains employees who are included from another facility.

(-) Indicates this job contains employees included in this plan's Workforce Analysis but who are excluded from the rest of this facility's Affirmative Action plan.

As of 12/31/2014

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 1 - Workforce Analysis

Organizational Unit: 3200

Job Code	JobTitle	Salary (\$)	Total		Total												
			EMP	MIN	EMP	W	AA	H	A	NA	PI	2+					
P27	Fixed Route Supt	97,427.20	1	1	Male	0	0	0	0	0	0	0	0	0	0	0	0
					Female	1	0	0	1	0	0	0	0	0	0	0	0
P49	Safety&training Coor	91,000.00	1	0	Male	1	1	0	0	0	0	0	0	0	0	0	0
					Female	0	0	0	0	0	0	0	0	0	0	0	0
T25	Schedule Analyst	85,030.40	1	0	Male	0	0	0	0	0	0	0	0	0	0	0	0
					Female	1	1	0	0	0	0	0	0	0	0	0	0
AS85	Admin Assistant/sup	62,940.80	1	1	Male	0	0	0	0	0	0	0	0	0	0	0	0
					Female	1	0	0	1	0	0	0	0	0	0	0	0
PP13	TRANSIT SUPERVISOR	58,323.20	9	4	Male	5	2	0	3	0	0	0	0	0	0	0	0
					Female	4	3	1	0	0	0	0	0	0	0	0	0
SM14	Bus Operator	44,720.00	159	95	Male	124	45	5	64	2	8	0	0	0	0	0	0
					Female	35	19	3	11	0	0	0	0	0	0	0	2
	Grand Total #		172	101	Male #	130	48	5	67	2	8	0	0	0	0	0	0
	Grand Total %			58.7	Male %	75.6	27.9	2.9	39.0	1.2	4.7	0.0	0.0	0.0	0.0	0.0	0.0
					Female #	42	23	4	13	0	0	0	0	0	0	2	2
					Female %	24.4	13.4	2.3	7.6	0.0	0.0	0.0	0.0	0.0	0.0	1.2	1.2

(+) Indicates this job contains employees who are included from another facility.

(-) Indicates this job contains employees included in this plan's Workforce Analysis but who are excluded from the rest of this facility's Affirmative Action plan.

As of 12/31/2014

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 1 - Workforce Analysis

Organizational Unit: 4100

Job Code	JobTitle	Salary (\$)	Total		Total												
			EMP	MIN	EMP	W	AA	H	A	NA	PI	2+					
OA59	Maintenance Manager	123,323.20	1	0	1	Male	1	0	0	0	0	0	0	0	0	0	0
P60	Flt Maint Supervisor	84,926.40	3	1	3	Male	3	0	0	1	0	0	0	0	0	0	0
SC36	Fm Mechanic III	76,086.40	1	1	1	Male	1	0	0	1	0	0	0	0	0	0	0
SC16	Fm Lead Mechanic	72,612.80	3	2	3	Male	3	0	0	2	0	0	0	0	0	0	0
T23	Sup/parts & Mat-Fm	70,907.20	1	0	1	Male	1	0	0	0	0	0	0	0	0	0	0
SC32	Upholsterer II	62,337.60	1	1	1	Male	1	0	0	1	0	0	0	0	0	0	0
SM26	Veh Serv Technician	61,651.20	2	1	2	Male	2	0	0	1	0	0	0	0	0	0	0
AS94	ADMIN SPECIALIST	59,883.20	1	0	1	Male	1	0	0	0	0	0	0	0	0	0	0
AS54	Recvng Parts Clerk	57,803.20	1	1	1	Male	1	0	0	0	0	0	1	0	0	0	0
AS08	Sr Acctng Technician	56,763.20	1	0	1	Male	1	0	0	0	0	0	0	0	0	0	0
AS22	Lead Parts Clerk-Fm	56,305.60	1	0	1	Male	1	0	0	0	0	0	0	0	0	0	0
SC20	Fm Mechanic II	54,184.00	13	5	13	Male	13	0	0	4	0	1	0	0	0	0	0
SM33	Veh Serv Detailer	53,435.20	2	2	2	Male	2	0	0	2	0	0	0	0	0	0	0
SC21	Fm Mechanic I	49,150.40	4	2	4	Male	4	0	0	2	0	0	0	0	0	0	0

(+) Indicates this job contains employees who are included from another facility.

(-) Indicates this job contains employees included in this plan's Workforce Analysis but who are excluded from the rest of this facility's Affirmative Action plan.

As of 12/31/2014

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 1 - Workforce Analysis

Organizational Unit: 4100

Job Code	JobTitle	Salary (\$)	Total		Total										
			EMP	MIN	EMP	W	AA	H	A	NA	PI	2+			
SM28	Veh Serv Wkr II	40,081.60	6	5	5	1	0	0	4	0	0	0	0	0	0
					Male	0	0	0	1	0	0	0	0	0	0
					Female	1	0	0	1	0	0	0	0	0	0
SM27	Veh Serv Wkr I	38,084.80	4	3	4	1	0	0	3	0	0	0	0	0	0
					Male	0	0	0	0	0	0	0	0	0	0
					Female	0	0	0	0	0	0	0	0	0	0
	Grand Total #		45	24	Male #	19	0	0	21	0	2	0	0	0	0
	Grand Total %			53.3	Male %	42.2	0.0	0.0	46.7	0.0	4.4	0.0	0.0	0.0	0.0
					Female #	2	0	0	1	0	0	0	0	0	0
					Female %	4.4	0.0	0.0	2.2	0.0	0.0	0.0	0.0	0.0	0.0

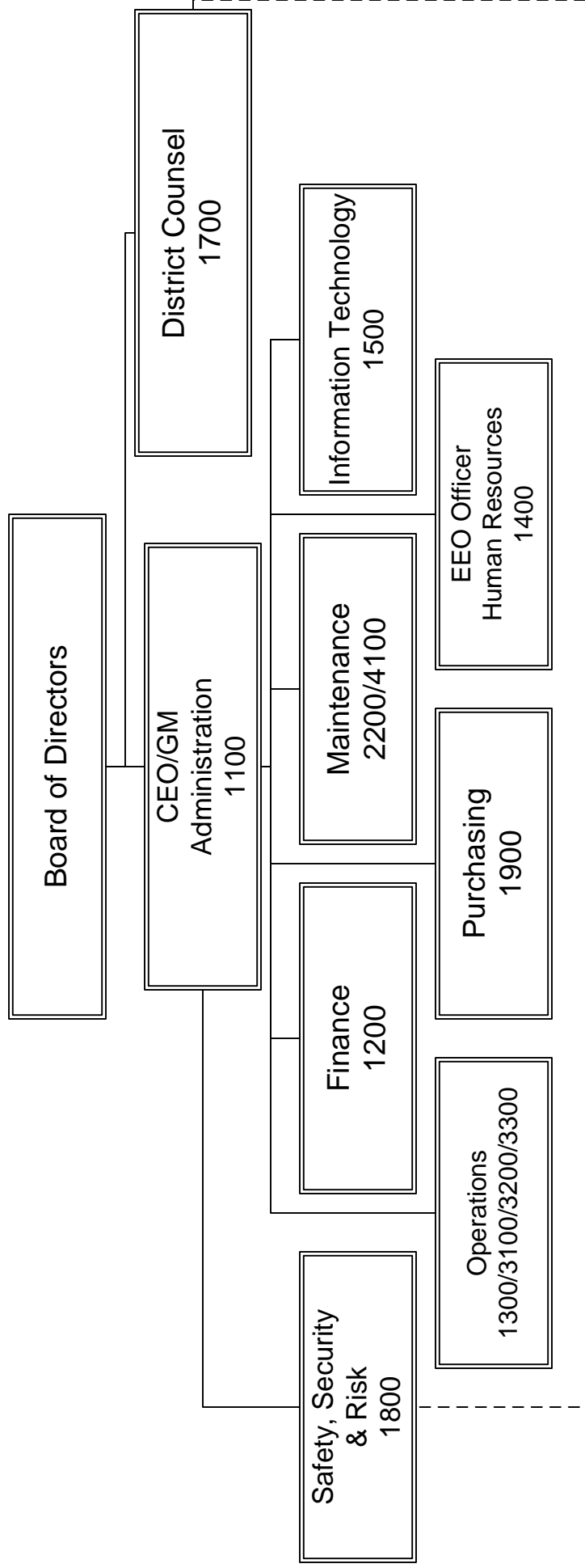
(+) Indicates this job contains employees who are included from another facility.

(-) Indicates this job contains employees included in this plan's Workforce Analysis but who are excluded from the rest of this facility's Affirmative Action plan.

As of 12/31/2014

Exhibit 2

SANTA CRUZ METRO
Organizational Chart



Attachment B

Exhibit 3

LINES OF PROGRESSION/JOB FAMILIES

- Custodial Service Worker I/II
- Facilities Maintenance Worker I/II/Sr. Facilities Maintenance Worker/Supervisor
- Vehicle Service Worker I/II/Detailer/Technician
- Upholsterer I/II/Body Repair Mechanic/Lead
- Mechanic Trainee/Mechanic I/II/III/Lead/FM Supervisor
- Receiving Parts Clerk-Parts Clerk/Lead/Supervisor of Parts & Materials
- Customer Service Representative/Senior/Coordinator
- Administrative Clerk I/Admin Assistant-Sup/Payroll Specialist
- Transportation Planning Aide/Jr. Transportation Planner/Transportation Planner/Sr. Transportation Planner/Transportation Planning Supervisor
- Administrative Clerk I/II/Admin Assistant/Admin Assistant-Sup/ Administrative Services Coordinator
- Accounting Tech/Senior/Accounting Specialist/Payroll & Benefits Coordinator
- Accountant I/II/Supervising Accountant
- Transit Supervisor/Safety & Training Coordinator
- Systems Administrator/Senior
- IT Technician/Senior
- Purchasing Assistant/Purchasing Agent

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 4 - Job Group Analysis

Job Group: 1 - OA

											Total				
Job Code	Job Title	EMP	M	F	MIN	W	AA	H	A	NA	PI	2+			
AS85	Admin Assistant/sup	1	0	1	1	0	0	1	0	0	0	0			
P80	Asst Finance Manager	1	0	1	0	1	0	0	0	0	0	0			
OA55	Asst Hr Manager	1	0	1	1	0	0	1	0	0	0	0			
OA60	ASST MGR OF ITS	1	1	0	0	1	0	0	0	0	0	0			
OA58	Asst Paratrans Supt	1	1	0	1	0	0	1	0	0	0	0			
OA62	CEO/GENERAL MANAGER	1	1	0	0	1	0	0	0	0	0	0			
OA64	Chief Operations Officer	1	1	0	1	0	0	1	0	0	0	0			
OA36	District Counsel	1	0	1	0	1	0	0	0	0	0	0			
SC14	Fac Maint Supervisor	1	1	0	0	1	0	0	0	0	0	0			
OA12	Finance Manager	1	0	1	0	1	0	0	0	0	0	0			
P27	Fixed Route Supt	1	0	1	1	0	0	1	0	0	0	0			
P60	Fit Maint Supervisor	3	3	0	1	2	0	1	0	0	0	0			
OA29	Human Res Manager	1	0	1	0	1	0	0	0	0	0	0			
OA59	Maintenance Manager	1	1	0	0	1	0	0	0	0	0	0			
OA56	Paratran Supt	1	0	1	0	1	0	0	0	0	0	0			
PP21	Paratransit Supervisor	2	1	1	0	2	0	0	0	0	0	0			
OA57	Proj Mgr - Metrobase	1	1	0	1	0	0	0	1	0	0	0			
OA61	Purchasing Manager	1	0	1	0	1	0	0	0	0	0	0			
P49	Safety&training Coor	1	1	0	0	1	0	0	0	0	0	0			
P100	Security and Risk Administrator	1	0	1	1	0	0	1	0	0	0	0			
P96	Sr. Datab Administr	1	1	0	0	1	0	0	0	0	0	0			
T23	Sup/parts & Mat-Fm	1	1	0	0	1	0	0	0	0	0	0			
PP13	TRANSIT SUPERVISOR	10	5	5	5	5	1	4	0	0	0	0			

As of 12/31/14

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 4 - Job Group Analysis

Job Group: 1 - OA

Job Code	Job Title	Total									
		EMP	M	F	MIN	W	AA	H	A	NA	PI
Total (#)		35	19	16	13	22	1	11	1	0	0
Total (%)			54.3	45.7	37.1	62.9	2.9	31.4	2.9	0.0	0.0

As of 12/31/14

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 4 - Job Group Analysis

Job Group: 2 - P

											Total				
Job Code	Job Title	EMP	M	F	MIN	W	AA	H	A	NA	PI	2+			
PP10	Access Services Coor	1	1	0	0	1	0	0	0	0	0	0			
P10	ACCOUNTANT II	1	0	1	1	0	0	0	1	0	0	0			
AS03	Benefits Administrator	1	0	1	0	1	0	0	0	0	0	0			
P70	GRANTS/LEGIS ANALYST	2	1	1	0	2	0	0	0	0	0	0			
T25	Schedule Analyst	1	0	1	0	1	0	0	0	0	0	0			
AS02	Senior Financial Analyst	1	0	1	0	1	0	0	0	0	0	0			
T04	Sr It Tech	2	0	2	1	1	0	0	0	1	0	0			
P98	Sr. Trans Planner	1	1	0	0	1	0	0	0	0	0	0			
Total (#)		10	3	7	2	8	0	0	1	1	0	0			
Total (%)			30.0	70.0	20.0	80.0	0.0	0.0	10.0	10.0	0.0	0.0			

As of 12/31/14

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 4 - Job Group Analysis

Job Group: 6 - AD

Total												
Job Code	Job Title	EMP	M	F	MIN	W	AA	H	A	NA	PI	2+
AS72	Accounting Specialist	1	0	1	0	1	0	0	0	0	0	0
AS70	Admin Assistant	3	0	3	2	1	0	1	0	0	0	1
AS94	ADMIN SPECIALIST	2	0	2	0	2	0	0	0	0	0	0
AS16	Cus Serv Rep	3	0	3	3	0	0	3	0	0	0	0
AS89	Dispatch/schedulers	3	2	1	1	2	0	1	0	0	0	0
AS88	Dispatcher	4	3	1	3	1	1	2	0	0	0	0
AS65	Executive Assistant	1	0	1	0	1	0	0	0	0	0	0
AS07	Human Resource Clerk	1	0	1	0	1	0	0	0	0	0	0
AS22	Lead Parts Clerk-Fm	1	1	0	0	1	0	0	0	0	0	0
PP15	Paralegal	2	0	2	0	2	0	0	0	0	0	0
P81	Paratran Elig Coord	1	0	1	0	1	0	0	0	0	0	0
AS92	Paratrans Clerk iii	1	0	1	1	0	1	0	0	0	0	0
AS04	Payroll/Accounting Support Specialist	1	0	1	0	1	0	0	0	0	0	0
AS06	Purchasing Assistant	1	1	0	0	1	0	0	0	0	0	0
AS54	Recvng Parts Clerk	1	1	0	1	0	0	0	0	1	0	0
AS90	Reservationist	6	1	5	6	0	0	6	0	0	0	0
AS08	Sr Accontg Technician	1	0	1	0	1	0	0	0	0	0	0
AS33	T&P Prog Specialist	1	0	1	1	0	0	1	0	0	0	0
Total (#)		34	9	25	18	16	2	14	0	1	0	1
Total (%)			26.5	73.5	52.9	47.1	5.9	41.2	0.0	2.9	0.0	2.9

As of 12/31/14

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 4 - Job Group Analysis

Job Group: 7 - SC

													Total				
Job Code	Job Title	EMP	M	F	MIN	W	AA	H	A	NA	PI	2+					
SC12	Fac Maint Wkr II	7	7	0	3	4	1	1	0	0	0	1					
SC16	Fm Lead Mechanic	3	3	0	2	1	0	2	0	0	0	0					
SC21	Fm Mechanic I	4	4	0	2	2	0	2	0	0	0	0					
SC20	Fm Mechanic II	13	13	0	5	8	0	4	0	1	0	0					
SC36	Fm Mechanic III	1	1	0	1	0	0	1	0	0	0	0					
SC32	Upholsterer II	1	1	0	1	0	0	1	0	0	0	0					
Total (#)		29	29	0	14	15	1	11	0	1	0	1					
Total (%)			100.0	0.0	48.3	51.7	3.4	37.9	0.0	3.4	0.0	3.4					

As of 12/31/14

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 4 - Job Group Analysis

Job Group: 8 - SM

Total												
Job Code	Job Title	EMP	M	F	MIN	W	AA	H	A	NA	PI	2+
SM14	Bus Operator	159	124	35	95	64	8	75	2	8	0	2
SM29	Custod Serv Wkr I	5	4	1	5	0	0	4	0	1	0	0
SM40	Lead Custodian	1	1	0	1	0	1	0	0	0	0	0
SM36	Van Drivers	33	25	8	24	9	1	21	1	1	0	0
SM33	Veh Serv Detailer	2	2	0	2	0	0	2	0	0	0	0
SM26	Veh Serv Technician	2	2	0	1	1	0	1	0	0	0	0
SM27	Veh Serv Wkr I	4	4	0	3	1	0	3	0	0	0	0
SM28	Veh Serv Wkr II	6	5	1	5	1	0	5	0	0	0	0
Total (#)		212	167	45	136	76	10	111	3	10	0	2
Total (%)			78.8	21.2	64.2	35.8	4.7	52.4	1.4	4.7	0.0	0.9

As of 12/31/14

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 5 - External Availability

AAP: 2015-2017 Triennial Equal Employment Opportunity Plan

Job Group: 1 - OA

Labor Area: Local

Cns Cde	Census Code Title	Wght (%)	Raw (%)										Weighted (%)									
			M	F	MIN	W	AA	H	A	NA	PI	2+	M	F	MIN	W	AA	H	A	NA	PI	2+
0010	Chief executives and legislators (0	8.57	80.3	19.7	14.0	86.0	0.1	7.5	5.4	0.0	0.0	0.9	6.9	1.7	1.2	7.4	0.0	0.6	0.5	0.0	0.0	0.1
0100	Administrative services managers	8.57	78.2	21.8	18.9	81.1	0.0	18.1	0.8	0.0	0.0	0.0	6.7	1.9	1.6	7.0	0.0	1.5	0.1	0.0	0.0	0.0
0110	Computer and information system	2.86	73.3	26.7	11.2	88.8	0.3	3.5	3.7	0.6	3.0	2.1	0.8	0.3	0.3	2.5	0.0	0.1	0.1	0.0	0.0	0.1
0120	Financial managers (0120) SOC 1	5.71	41.3	58.7	19.9	80.1	0.7	14.2	4.6	0.0	0.1	0.3	2.4	3.4	1.1	4.6	0.0	0.8	0.3	0.0	0.0	0.0
0136	Human resources managers (013	5.71	25.5	74.5	20.9	79.1	0.4	19.5	1.0	0.0	0.0	0.0	1.5	4.3	1.2	4.5	0.0	1.1	0.1	0.0	0.0	0.0
0140	Industrial production managers (0	2.86	100.0	0.0	4.4	95.6	0.0	4.4	0.0	0.0	0.0	0.0	2.9	0.0	0.1	2.7	0.0	0.1	0.0	0.0	0.0	0.0
0150	Purchasing managers (0150) SOC	2.86	62.1	37.9	27.1	72.9	0.0	9.4	17.6	0.0	0.0	0.0	1.8	1.1	0.8	2.1	0.0	0.3	0.5	0.0	0.0	0.0
0160	Transportation, storage, and distri	11.43	58.3	41.7	42.6	57.4	0.0	22.6	14.8	0.0	0.0	5.2	6.7	4.8	4.9	6.6	0.0	2.6	1.7	0.0	0.0	0.6
0425	Emergency management directors	2.86	61.3	38.7	38.7	61.3	11.8	17.2	2.2	0.0	0.0	7.5	1.8	1.1	1.1	1.8	0.3	0.5	0.1	0.0	0.0	0.2
1105	Network and computer systems a	2.86	80.6	19.4	14.2	85.8	0.0	7.9	6.3	0.0	0.0	0.0	2.3	0.6	0.4	2.5	0.0	0.2	0.2	0.0	0.0	0.0
5000	First-line supervisors of office and	2.86	28.4	71.6	28.6	71.4	0.4	16.4	6.5	0.0	0.0	5.2	0.8	2.0	0.8	2.0	0.0	0.5	0.2	0.0	0.0	0.1
6200	First-line supervisors of constructi	2.86	94.8	5.2	32.0	68.0	1.1	26.9	0.1	0.0	3.1	0.8	2.7	0.1	0.9	1.9	0.0	0.8	0.0	0.0	0.1	0.0
9000	Supervisors of transportation and	40.00	93.7	6.3	17.8	82.2	0.0	17.3	0.6	0.0	0.0	0.0	37.5	2.5	7.1	32.9	0.0	6.9	0.2	0.0	0.0	0.0

Labor Area: CA-State

Cns Cde	Census Code Title	Wght (%)	Raw (%)										Weighted (%)									
			M	F	MIN	W	AA	H	A	NA	PI	2+	M	F	MIN	W	AA	H	A	NA	PI	2+
0010	Chief executives and legislators (0	8.57	77.6	22.4	23.9	76.1	2.8	7.5	11.7	0.4	0.0	1.3	6.7	1.9	2.0	6.5	0.2	0.6	1.0	0.0	0.0	0.1
0100	Administrative services managers	8.57	58.9	41.1	37.0	63.0	6.5	16.1	10.6	0.4	1.0	2.3	5.0	3.5	3.2	5.4	0.6	1.4	0.9	0.0	0.1	0.2
0110	Computer and information system	2.86	71.1	28.9	39.4	60.6	3.2	7.8	25.6	0.3	0.3	2.3	2.0	0.8	1.1	1.7	0.1	0.2	0.7	0.0	0.0	0.1
0120	Financial managers (0120) SOC 1	5.71	46.0	54.0	42.7	57.3	4.6	17.8	17.8	0.3	0.3	1.9	2.6	3.1	2.4	3.3	0.3	1.0	1.0	0.0	0.0	0.1

As of 12/31/2014

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 5 - External Availability

AAP: 2015-2017 Triennial Equal Employment Opportunity Plan

Job Group: 1 - OA

Labor Area: CA-State

Cns	Cde	Census Code Title	Wght (%)	Raw (%)										Weighted (%)									
				M	F	MIN	W	AA	H	A	NA	PI	2+	M	F	MIN	W	AA	H	A	NA	PI	2+
0136		Human resources managers (013	5.71	40.9	59.1	47.2	52.8	6.5	24.5	14.2	0.2	0.3	1.5	2.3	3.4	2.7	3.0	0.4	1.4	0.8	0.0	0.0	0.1
0140		Industrial production managers (0	2.86	76.5	23.5	45.6	54.4	2.7	25.0	16.1	0.3	0.3	1.3	2.2	0.7	1.3	1.6	0.1	0.7	0.5	0.0	0.0	0.0
0150		Purchasing managers (0150) SOC	2.86	53.9	46.1	37.4	62.6	6.6	15.2	13.3	0.3	0.1	2.0	1.5	1.3	1.1	1.8	0.2	0.4	0.4	0.0	0.0	0.1
0160		Transportation, storage, and distri	11.43	82.3	17.7	50.6	49.4	5.8	30.8	12.0	0.4	0.6	1.0	9.4	2.0	5.8	5.6	0.7	3.5	1.4	0.0	0.1	0.1
0425		Emergency management directors	2.86	61.3	38.7	38.7	61.3	11.8	17.2	2.2	0.0	0.0	7.5	1.8	1.1	1.1	1.8	0.3	0.5	0.1	0.0	0.0	0.2
1105		Network and computer systems a	2.86	81.9	18.1	45.5	54.5	4.5	11.5	26.1	0.2	0.3	2.9	2.3	0.5	1.3	1.6	0.1	0.3	0.7	0.0	0.0	0.1
5000		First-line supervisors of office and	2.86	36.6	63.4	48.2	51.8	6.2	26.6	11.9	0.6	0.5	2.3	1.0	1.8	1.4	1.5	0.2	0.8	0.3	0.0	0.0	0.1
6200		First-line supervisors of constructi	2.86	96.8	3.2	41.5	58.5	2.2	34.1	2.7	0.6	0.2	1.6	2.8	0.1	1.2	1.7	0.1	1.0	0.1	0.0	0.0	0.0
9000		Supervisors of transportation and	40.00	78.8	21.2	60.1	39.9	10.1	38.7	8.6	0.3	0.8	1.6	31.5	8.5	24.0	16.0	4.0	15.5	3.4	0.1	0.3	0.6

Labor Area: National

Cns	Cde	Census Code Title	Wght (%)	Raw (%)										Weighted (%)									
				M	F	MIN	W	AA	H	A	NA	PI	2+	M	F	MIN	W	AA	H	A	NA	PI	2+
0010		Chief executives and legislators (0	8.57	77.8	22.2	13.6	86.4	3.3	4.5	4.4	0.4	0.0	0.9	6.7	1.9	1.2	7.4	0.3	0.4	0.4	0.0	0.0	0.1
0100		Administrative services managers	8.57	65.2	34.8	22.7	77.3	9.4	7.9	3.2	0.6	0.2	1.5	5.6	3.0	1.9	6.6	0.8	0.7	0.3	0.1	0.0	0.1
0110		Computer and information system	2.86	70.1	29.9	23.4	76.6	6.0	5.0	10.8	0.2	0.1	1.3	2.0	0.9	0.7	2.2	0.2	0.1	0.3	0.0	0.0	0.0
0120		Financial managers (0120) SOC.1	5.71	46.2	53.8	24.0	76.0	7.7	8.8	5.9	0.3	0.1	1.2	2.6	3.1	1.4	4.3	0.4	0.5	0.3	0.0	0.0	0.1
0136		Human resources managers (013	5.71	40.6	59.4	27.8	72.2	10.1	11.2	4.7	0.4	0.1	1.2	2.3	3.4	1.6	4.1	0.6	0.6	0.3	0.0	0.0	0.1
0140		Industrial production managers (0	2.86	81.8	18.2	18.1	81.9	3.9	8.3	4.5	0.3	0.1	1.0	2.3	0.5	0.5	2.3	0.1	0.2	0.1	0.0	0.0	0.0
0150		Purchasing managers (0150) SOC	2.86	55.5	44.5	20.9	79.1	8.4	6.5	4.3	0.5	0.1	1.1	1.6	1.3	0.6	2.3	0.2	0.2	0.1	0.0	0.0	0.0
0160		Transportation, storage, and distri	11.43	81.9	18.1	25.7	74.3	8.8	11.8	3.2	0.5	0.3	1.0	9.4	2.1	2.9	8.5	1.0	1.4	0.4	0.1	0.0	0.1

As of 12/31/2014

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 5 - External Availability

AAP: 2015-2017 Triennial Equal Employment Opportunity Plan

Job Group: 1 - OA

Labor Area: National

Cns Cde	Census Code Title	Wght (%)	Raw (%)										Weighted (%)										
			M	F	MIN	W	AA	H	A	NA	PI	2+	M	F	MIN	W	AA	H	A	NA	PI	2+	
0425	Emergency management directors	2.86	64.8	35.2	19.8	80.2	10.3	5.5	1.1	0.5	0.0	2.5	1.9	1.0	0.6	2.3	0.3	0.2	0.0	0.0	0.0	0.0	0.1
1105	Network and computer systems a	2.86	79.5	20.5	26.9	73.1	8.3	6.9	9.5	0.3	0.1	1.7	2.3	0.6	0.8	2.1	0.2	0.2	0.3	0.0	0.0	0.0	0.0
5000	First-line supervisors of office and	2.86	34.6	65.4	27.5	72.5	10.8	11.0	3.6	0.5	0.2	1.4	1.0	1.9	0.8	2.1	0.3	0.3	0.1	0.0	0.0	0.0	0.0
6200	First-line supervisors of constructi	2.86	97.1	2.9	21.2	78.8	4.0	14.3	1.0	0.7	0.1	1.1	2.8	0.1	0.6	2.3	0.1	0.4	0.0	0.0	0.0	0.0	0.0
9000	Supervisors of transportation and	40.00	79.4	20.6	33.9	66.1	13.7	14.3	3.6	0.6	0.4	1.4	31.8	8.2	13.6	26.4	5.5	5.7	1.4	0.2	0.1	0.6	0.6

As of 12/31/2014

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 5 - External Availability

AAP: 2015-2017 Triennial Equal Employment Opportunity Plan

Job Group: 2 - P

Labor Area: Local

Cns Cde	Census Code Title	Wght (%)	Raw (%)										Weighted (%)										
			M	F	MIN	W	AA	H	A	NA	PI	2+	M	F	MIN	W	AA	H	A	NA	PI	2+	
0640	Compensation, benefits, and job a	10.00	36.5	63.5	30.9	69.1	0.0	5.3	0.0	0.0	25.6	0.0	3.6	6.4	3.1	6.9	0.0	0.5	0.0	0.0	2.6	0.0	0.0
0710	Management analysts (0710) SOC	30.00	62.9	37.1	14.2	85.8	0.0	5.2	8.9	0.0	0.0	0.0	18.9	11.1	4.3	25.7	0.0	1.6	2.7	0.0	0.0	0.0	0.0
0800	Accountants and auditors (0800) S	10.00	28.6	71.4	16.1	83.9	0.1	5.4	9.1	0.0	0.0	1.4	2.9	7.1	1.6	8.4	0.0	0.5	0.9	0.0	0.0	0.1	0.1
0820	Budget analysts (0820) SOC 13-2	10.00	0.0	100.0	34.1	65.9	26.8	3.0	3.7	0.0	0.6	0.0	0.0	10.0	3.4	6.6	2.7	0.3	0.4	0.0	0.1	0.0	0.0
1105	Network and computer systems a	20.00	80.6	19.4	14.2	85.8	0.0	7.9	6.3	0.0	0.0	0.0	16.1	3.9	2.8	17.2	0.0	1.6	1.3	0.0	0.0	0.0	0.0
1840	Urban and regional planners (184	10.00	91.2	8.8	0.0	100.0	0.0	0.0	0.0	0.0	0.0	0.0	9.1	0.9	0.0	10.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
5250	Eligibility interviewers, government	10.00	13.2	86.8	84.9	15.1	0.0	77.2	1.0	0.0	0.0	6.8	1.3	8.7	8.5	1.5	0.0	7.7	0.1	0.0	0.0	0.0	0.7

Labor Area: CA-State

Cns Cde	Census Code Title	Wght (%)	Raw (%)										Weighted (%)										
			M	F	MIN	W	AA	H	A	NA	PI	2+	M	F	MIN	W	AA	H	A	NA	PI	2+	
0640	Compensation, benefits, and job a	10.00	17.0	83.0	49.0	51.0	10.4	20.5	14.8	0.4	0.9	2.0	1.7	8.3	4.9	5.1	1.0	2.1	1.5	0.0	0.1	0.2	0.2
0710	Management analysts (0710) SOC	30.00	58.6	41.4	31.3	68.7	3.6	8.2	16.9	0.5	0.1	1.9	17.6	12.4	9.4	20.6	1.1	2.5	5.1	0.1	0.0	0.6	0.6
0800	Accountants and auditors (0800) S	10.00	36.2	63.8	51.9	48.1	4.6	12.7	32.1	0.2	0.3	1.9	3.6	6.4	5.2	4.8	0.5	1.3	3.2	0.0	0.0	0.2	0.2
0820	Budget analysts (0820) SOC 13-2	10.00	33.4	66.6	46.0	54.0	10.4	11.4	20.7	0.2	0.7	2.6	3.3	6.7	4.6	5.4	1.0	1.1	2.1	0.0	0.1	0.3	0.3
1105	Network and computer systems a	20.00	81.9	18.1	45.5	54.5	4.5	11.5	26.1	0.2	0.3	2.9	16.4	3.6	9.1	10.9	0.9	2.3	5.2	0.0	0.1	0.6	0.6
1840	Urban and regional planners (184	10.00	58.4	41.6	32.8	67.2	4.9	10.2	13.5	0.0	0.0	4.1	5.8	4.2	3.3	6.7	0.5	1.0	1.4	0.0	0.0	0.4	0.4
5250	Eligibility interviewers, government	10.00	18.7	81.3	70.8	29.2	11.4	43.8	13.2	0.7	0.3	1.4	1.9	8.1	7.1	2.9	1.1	4.4	1.3	0.1	0.0	0.1	0.1

As of 12/31/2014

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 5 - External Availability

AAP: 2015-2017 Triennial Equal Employment Opportunity Plan

Job Group: 6 - AD

Labor Area: Local

Cns	Cde	Census Code Title	Wght (%)	Raw (%)										Weighted (%)										
				M	F	MIN	W	AA	H	A	NA	PI	2+	M	F	MIN	W	AA	H	A	NA	PI	2+	
2145		Paralegals and legal assistants (2	5.88	26.6	73.4	15.8	84.2	0.0	10.4	5.4	0.0	0.0	0.0	0.0	0.0	0.0	0.6	0.3	0.0	0.0	0.0	0.0	0.0	0.0
5120		Bookkeeping, accounting, and aud	5.88	9.1	90.9	14.9	85.1	1.4	6.7	3.7	0.7	1.4	0.8	0.0	0.0	0.1	0.4	0.2	0.0	0.1	0.0	0.0	0.0	0.0
5140		Payroll and timekeeping clerks (51	11.76	9.6	90.4	13.6	86.4	0.1	12.8	0.7	0.0	0.0	0.0	0.0	0.0	0.0	1.5	0.1	0.0	0.0	0.0	0.0	0.0	0.0
5250		Eligibility interviewers, governmen	5.88	13.2	86.8	84.9	15.1	0.0	77.2	1.0	0.0	0.0	6.8	0.0	0.0	0.0	4.5	0.1	0.0	0.0	0.0	0.0	0.0	0.4
5360		Human resources assistants, exc	2.94	45.9	54.1	53.3	46.7	2.0	51.2	0.0	0.0	0.0	0.0	0.0	0.0	0.1	1.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
5410		Reservation and transportation tic	20.59	5.7	94.3	59.9	40.1	0.0	52.6	7.3	0.0	0.0	0.0	0.0	0.0	0.0	10.8	1.5	0.0	0.0	0.0	0.0	0.0	0.0
5520		Dispatchers (5520) SOC 43-5030	20.59	42.3	57.7	22.7	77.3	0.3	19.5	0.0	0.0	0.0	2.9	0.0	0.0	0.1	4.0	0.0	0.0	0.0	0.0	0.0	0.0	0.6
5610		Shipping, receiving, and traffic cler	8.82	58.7	41.3	55.5	44.5	0.3	51.6	3.6	0.0	0.0	0.0	0.0	0.0	0.0	4.6	0.3	0.0	0.0	0.0	0.0	0.0	0.0
5700		Secretaries and administrative as	17.65	2.9	97.1	36.1	63.9	2.4	26.1	5.0	0.0	0.0	2.6	0.0	0.0	0.4	4.6	0.9	0.0	0.0	0.0	0.0	0.0	0.5

Labor Area: Admin - reasonable

Cns	Cde	Census Code Title	Wght (%)	Raw (%)										Weighted (%)										
				M	F	MIN	W	AA	H	A	NA	PI	2+	M	F	MIN	W	AA	H	A	NA	PI	2+	
2145		Paralegals and legal assistants (2	5.88	24.3	75.7	23.6	76.4	0.1	13.6	9.8	0.0	0.0	0.1	0.0	0.0	0.0	0.8	0.6	0.0	0.0	0.0	0.0	0.0	0.0
5120		Bookkeeping, accounting, and aud	5.88	10.0	90.0	24.2	75.8	1.4	13.1	6.3	0.7	1.5	1.3	0.0	0.0	0.1	0.8	0.4	0.0	0.1	0.0	0.0	0.1	0.1
5140		Payroll and timekeeping clerks (51	11.76	14.2	85.8	30.7	69.3	1.1	25.5	4.0	0.0	0.0	0.2	0.0	0.0	0.1	3.0	0.5	0.0	0.0	0.0	0.0	0.0	0.0
5250		Eligibility interviewers, governmen	5.88	17.6	82.4	77.9	22.1	0.3	66.0	6.4	0.0	0.0	5.2	0.0	0.0	0.0	3.9	0.4	0.0	0.0	0.0	0.0	0.0	0.3
5360		Human resources assistants, exc	2.94	35.4	64.6	60.7	39.3	5.7	52.4	2.1	0.4	0.0	0.0	0.0	0.0	0.2	1.5	0.1	0.0	0.0	0.0	0.0	0.0	0.0
5410		Reservation and transportation tic	20.59	19.5	80.5	52.7	47.3	1.8	43.2	7.5	0.0	0.0	0.3	0.0	0.0	0.4	8.9	1.5	0.0	0.0	0.0	0.0	0.1	0.1
5520		Dispatchers (5520) SOC 43-5030	20.59	42.7	57.3	31.0	69.0	0.9	25.1	0.6	0.1	0.4	3.9	0.0	0.0	0.2	5.2	0.1	0.0	0.0	0.0	0.0	0.1	0.8
5610		Shipping, receiving, and traffic cler	8.82	60.5	39.5	60.2	39.8	1.3	52.2	6.5	0.0	0.1	0.1	0.0	0.0	0.1	4.6	0.6	0.0	0.0	0.0	0.0	0.0	0.0

As of 12/31/2014

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 5 - External Availability

AAP: 2015-2017 Triennial Equal Employment Opportunity Plan

Job Group: 6 - AD

Labor Area: Admin - reasonable

Cns Cde	Census Code Title	Wght (%)	Raw (%)										Weighted (%)									
			M	F	MIN	W	AA	H	A	NA	PI	2+	M	F	MIN	W	AA	H	A	NA	PI	2+
5700	Secretaries and administrative as	17.65	3.1	96.9	40.0	60.0	2.4	28.2	6.8	0.1	0.2	2.4	0.6	17.1	7.1	10.6	0.4	5.0	1.2	0.0	0.0	0.4

As of 12/31/2014

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 5 - External Availability

AAP: 2015-2017 Triennial Equal Employment Opportunity Plan

Job Group: 7 - SC

Labor Area: Local

Cns Cde	Census Code Title	Wght (%)	Raw (%)										Weighted (%)										
			M	F	MIN	W	AA	H	A	NA	PI	2+	M	F	MIN	W	AA	H	A	NA	PI	2+	
6230	Carpenters (6230) SOC 47-2031	24.14	96.9	3.1	48.3	51.7	0.0	44.7	0.9	0.9	0.9	0.0	1.7	23.4	0.7	11.7	12.5	0.0	10.8	0.2	0.2	0.0	0.4
7210	Bus and truck mechanics and dies	72.41	100.0	0.0	17.1	82.9	0.0	15.9	0.8	0.0	0.0	0.4	72.4	0.0	12.4	60.0	0.0	11.5	0.6	0.0	0.0	0.0	0.3
8400	Textile bleaching and dyeing, and	3.45	59.0	41.0	93.4	6.6	74.3	18.1	0.0	0.0	0.0	0.9	2.0	1.4	3.2	0.2	0.0	0.0	2.6	0.6	0.0	0.0	0.0

As of 12/31/2014

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 5 - External Availability

AAP: 2015-2017 Triennial Equal Employment Opportunity Plan

Job Group: 8 - SM

Labor Area: Local

Cns Cde	Census Code Title	Wght (%)	Raw (%)										Weighted (%)									
			M	F	MIN	W	AA	H	A	NA	PI	2+	M	F	MIN	W	AA	H	A	NA	PI	2+
4200	First-line supervisors of housekee	0.47	78.2	21.8	15.4	84.6	0.3	13.5	0.9	0.0	0.6	0.0	0.0	0.0	0.4	0.0	0.1	0.0	0.0	0.0	0.0	0.0
4220	Janitors and building cleaners (42	2.36	79.9	20.1	69.6	30.4	2.7	62.1	4.2	0.2	0.1	0.4	0.0	0.0	0.7	0.1	1.5	0.1	0.0	0.0	0.0	0.0
9120	Bus drivers (9120) SOC 53-3020	90.57	50.1	49.9	37.6	62.4	9.0	23.1	0.4	0.0	0.1	5.0	0.0	45.4	45.2	34.1	56.5	8.1	20.9	0.4	0.0	4.6
9610	Cleaners of vehicles and equipme	6.60	94.1	5.9	75.2	24.8	0.2	70.7	4.1	0.0	0.0	0.2	0.0	6.2	0.4	5.0	1.6	0.0	0.3	0.0	0.0	0.0

As of 12/31/2014

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 6 - Internal Availability

AAP: 2015-2017 Triennial Equal Employment Opportunity Plan
Job Group: 1 - OA

Plan	Feeder	Wght (%)	Raw (%)										Weighted (%)											
			F	MIN	W	AA	H	A	NA	PI	2+	F	MIN	W	AA	H	A	NA	PI	2+				
2015-2017 Triennial Equa	1 - Officials/Administrato	40.00	45.7	37.1	62.9	2.9	31.4	2.9	0.0	0.0	0.0	0.0	0.0	0.0	18.3	14.9	25.1	1.1	12.6	1.1	0.0	0.0	0.0	
2015-2017 Triennial Equa	PP13 - TRANSIT SUPER	10.00	50.0	50.0	50.0	10.0	40.0	0.0	0.0	0.0	0.0	0.0	0.0	5.0	5.0	5.0	1.0	4.0	0.0	0.0	0.0	0.0	0.0	0.0
2015-2017 Triennial Equa	SM14 - Bus Operator	50.00	22.0	59.7	40.3	5.0	47.2	1.3	5.0	0.0	0.0	1.3	11.0	29.9	20.1	2.5	23.6	0.6	23.6	0.6	2.5	0.0	0.0	0.6
Total:		100.00											34.3	49.7	50.3	4.7	40.2	1.8	2.5	0.0	0.0	0.0	0.6	

As of 12/31/2014

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 6 - Internal Availability

AAP: 2015-2017 Triennial Equal Employment Opportunity Plan
Job Group: 2 - P

Plan	Feeder	Wght (%)	Raw (%)										Weighted (%)							
			F	MIN	W	AA	H	A	NA	PI	2+	F	MIN	W	AA	H	A	NA	PI	2+
2015-2017 Triennial Equa	2 - Professionals	100.00	70.0	20.0	80.0	0.0	0.0	10.0	10.0	0.0	0.0	0.0	10.0	10.0	0.0	0.0	10.0	10.0	0.0	0.0
Total:		100.00	70.0	20.0	80.0	0.0	0.0	10.0	10.0	0.0	0.0	0.0	10.0	10.0	0.0	0.0	10.0	10.0	0.0	0.0

As of 12/31/2014

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 6 - Internal Availability

AAP: 2015-2017 Triennial Equal Employment Opportunity Plan
Job Group: 6 - AD

Plan	Feeder	Wght (%)	Raw (%)										Weighted (%)							
			F	MIN	W	AA	H	A	NA	PI	2+	F	MIN	W	AA	H	A	NA	PI	2+
2015-2017 Triennial Equa	6 - Administrative Suppo	100.00	73.5	52.9	47.1	5.9	41.2	0.0	2.9	0.0	2.9	73.5	52.9	47.1	5.9	41.2	0.0	2.9	0.0	2.9
Total:		100.00	73.5	52.9	47.1	5.9	41.2	0.0	2.9	0.0	2.9	73.5	52.9	47.1	5.9	41.2	0.0	2.9	0.0	2.9

As of 12/31/2014

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 6 - Internal Availability

AAP: 2015-2017 Triennial Equal Employment Opportunity Plan
Job Group: 7 - SC

Plan	Feeder	Wght (%)	Raw (%)										Weighted (%)								
			F	MIN	W	AA	H	A	NA	PI	2+	F	MIN	W	AA	H	A	NA	PI	2+	
2015-2017 Triennial Equa	7 - Skilled Crafts	70.00	0.0	48.3	51.7	3.4	37.9	0.0	0.0	3.4	0.0	3.4	0.0	3.4	0.0	0.0	26.6	0.0	2.4	0.0	2.4
2015-2017 Triennial Equa	8 - Service-Maintenance	30.00	21.2	64.2	35.8	4.7	52.4	1.4	1.4	4.7	0.0	0.9	6.4	19.2	10.8	1.4	15.7	0.4	1.4	0.0	0.3
Total:		100.00											6.4	53.0	47.0	3.8	42.3	0.4	3.8	0.0	2.7

As of 12/31/2014

13B.71

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 6 - Internal Availability

AAP: 2015-2017 Triennial Equal Employment Opportunity Plan
Job Group: 8 - SM

Plan	Feeder	Wght (%)	Raw (%)										Weighted (%)							
			F	MIN	W	AA	H	A	NA	PI	2+	F	MIN	W	AA	H	A	NA	PI	2+
2015-2017 Triennial Equa	8 - Service-Maintenance	100.00	21.2	64.2	35.8	4.7	52.4	1.4	4.7	0.0	0.9	21.2	64.2	35.8	4.7	52.4	1.4	4.7	0.0	0.9
Total:		100.00										21.2	64.2	35.8	4.7	52.4	1.4	4.7	0.0	0.9

As of 12/31/2014

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 7 - ZIP Code Analysis

Data Used: Employee

Included Areas:

County/County Set	Count	Weight	Cut-Off Weight
Santa Cruz, California	275	85.94	91.06
Monterey, California	27	8.44	8.94
Total:	302	94.38	100.00

Excluded Areas:

County/County Set	Count	Weight	Cut-Off Weight
Santa Clara, California	10	3.13	0.00
San Benito, California	4	1.25	0.00
San Mateo, California	1	0.31	0.00
Sacramento, California	1	0.31	0.00
Merced, California	1	0.31	0.00
Clark+Nye, Nevada	1	0.31	0.00
Total:	18	5.63	0.00

Included and Excluded Total:

320	100.00	100.00
------------	---------------	---------------

As of 12/31/14

13B.73

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 8 - Placement Goals

Job Group: 1 - OA
 Test: Whole Person
 Total Employees: 35

Total										
	Males	Females	Total Min.	White	Afr. Amer.	Hispanic	Asian	Nat. Amer.	NHOPI	Two +
Employees (#)	19	16	13	22	1	11	1	0	0	0
Employees (%)	54.3	45.7	37.1	62.9	2.9	31.4	2.9	0.0	0.0	0.0
Availability (%) Goal	70.1	29.9	39.4	60.6	5.4	26.9	4.5	1.2	0.2	1.1
Test: Whole Person	YES	NO	NO	NO	NO	NO	NO	NO	NO	NO
Add'l Needed to Eliminate Problem Area (#)	5	0	0	0	0	0	0	0	0	0

As of 12/31/2014

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 8 - Placement Goals

Job Group: 2 - P
 Test: Whole Person
 Total Employees: 10

Total										
	Males	Females	Total Min.	White	Afr. Amer.	Hispanic	Asian	Nat. Amer.	NHOPI	Two +
Employees (#)	3	7	2	8	0	0	1	1	0	0
Employees (%)	30.0	70.0	20.0	80.0	0.0	0.0	10.0	10.0	0.0	0.0
Availability (%) Goal	38.6	61.4	23.5	76.5	1.4	5.1	9.6	6.0	0.8	0.5
Test: Whole Person	NO	NO	NO	NO	NO	NO	NO	NO	NO	NO
Add'l Needed to Eliminate Problem Area (#)	0	0	0	0	0	0	0	0	0	0

As of 12/31/2014

13B.75

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 8 - Placement Goals

Job Group: 6 - AD
 Test: Whole Person
 Total Employees: 34

Total										
	Males	Females	Total Min.	White	Afr. Amer.	Hispanic	Asian	Nat. Amer.	NHOPI	Two +
Employees (#)	9	25	18	16	2	14	0	1	0	1
Employees (%)	26.5	73.5	52.9	47.1	5.9	41.2	0.0	2.9	0.0	2.9
Availability (%) Goal	22.9	77.1	43.1	56.9	2.3	35.3	2.6	0.9	0.1	1.9
Test: Whole Person	NO	YES	NO	YES	NO	NO	NO	NO	NO	NO
Add'l Needed to Eliminate Problem Area (#)	0	1	0	3	0	0	0	0	0	0

As of 12/31/2014

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 8 - Placement Goals

Job Group: 7 - SC
 Test: Whole Person
 Total Employees: 29

Total										
	Males	Females	Total Min.	White	Afr. Amer.	Hispanic	Asian	Nat. Amer.	NHOPI	Two +
Employees (#)	29	0	14	15	1	11	0	1	0	1
Employees (%)	100.0	0.0	48.3	51.7	3.4	37.9	0.0	3.4	0.0	3.4
Availability (%) Goal	95.7	4.3	40.2	59.8	1.9	33.6	0.9	2.0	0.0	1.7
Test: Whole Person	NO	YES	NO	YES	NO	NO	NO	NO	NO	NO
Add'l Needed to Eliminate Problem Area (#)	0	1	0	2	0	0	0	0	0	0

As of 12/31/2014

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 8 - Placement Goals

Job Group: 8 - SM
 Test: Whole Person
 Total Employees: 212

Total										
	Males	Females	Total Min.	White	Afr. Amer.	Hispanic	Asian	Nat. Amer.	NHOPI	Two +
Employees (#)	167	45	136	76	10	111	3	10	0	2
Employees (%)	78.8	21.2	64.2	35.8	4.7	52.4	1.4	4.7	0.0	0.9
Availability (%) Goal	68.8	31.2	54.8	45.2	6.1	42.3	1.2	2.8	0.0	2.4
Test: Whole Person	NO	YES	NO	YES	YES	NO	NO	NO	NO	YES
Add'l Needed to Eliminate Problem Area (#)	0	21	0	19	2	0	0	0	0	3

As of 12/31/2014

Attachment B

Exhibit 9 PLACEMENT GOALS SUMMARY EQUAL EMPLOYMENT OPPORTUNITY PLAN (2015-2017)

EEO-4 Category ID	Job Group	Underrepresented Group	Total Employees	Total Anticipated Placement Opportunities*	Number Needed to Eliminate Problem Area
1	Officials/ Administrators		35	5	
2	Professionals		10	2	
6	Administrative Support		34	3	
		Females			1
7	Skilled Crafts		29	2	
		Females			1
8	Service-Maintenance		212	30	
		Females			21
		Afr. Amer			2
		2+			3

TOTAL EMPLOYEES:	320	TOTAL GOALS:	28
-------------------------	------------	---------------------	-----------

**Opportunities are based on historical attrition and anticipated new positions. In some circumstances, judgment was applied using probable forecasts of future activity.*

Based on the Whole Person Method

Attachment B

Exhibit 10



EMPLOYMENT OPPORTUNITY QUESTIONNAIRE

The Santa Cruz Metropolitan Transit District (METRO) is an equal opportunity/affirmative action employer. Qualified applicants are considered for employment without regard to race, color, ancestry, national origin, religious creed, sex, medical condition or disability, age, marital status, veteran status or sexual orientation.

To demonstrate that we meet equal employment opportunity requirements, periodically we must report statistical information to the federal government. To aid the District in its commitment to equal employment opportunity, applicants are asked to voluntarily provide the following information. This form will be separated from your application prior to administration of the examination and will be kept confidential.

Your Name: _____ Sex: Male _____ Female _____

Position Applying For: _____

Today's Date: _____ Your Birth Date: _____ Social Security Number: _____

How did you learn of the job opportunity for which you are applying?

Recruitment flyer on a District bulletin board (location)

Recruitment flyer on a non-District bulletin board (location)

Telephone inquiry

Newspaper (name) _____

District employee

Community service agency (name) _____

School (name and office) _____

Friend or relative

Web Advertisement _____

State employment office

Metro Website

Other (please specify) _____

- Race and Ethnic Identification: (If you are of mixed racial/ethnic background, choose the category with which you most closely identify yourself)
- ___ **Hispanic or Latino** - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
 - ___ **White** (Not Hispanic or Latino) - A person having origins in any of the original peoples of Europe, the Middle East or North Africa.
 - ___ **Black or African American** (Not Hispanic or Latino) - A person having origins in any of the black racial groups of Africa.
 - ___ **Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** - A person having origins in any of the peoples of Hawaii, Guam, Samoa or other Pacific Islands.
 - ___ **Asian (Not Hispanic or Latino)** - A person having origins in any of the original peoples of the Far East, Southeast Asia or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand and Vietnam.
 - ___ **American Indian or Alaska Native (Not Hispanic or Latino)** - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
 - ___ **Two or More Races (Not Hispanic or Latino)** - All persons who identify with more than one of the above five races.

Please indicate if the following definition applies to you:

___ Disabled individual: A person who (1) has a physical or mental impairment which substantially limits one or more of such person's life activities, (2) has record of such impairment, or (3) is regarded as having such an impairment.

What is the nature of the disability: ___ Visual ___ Physical ___ Hearing ___ Speech ___ Developmental

Other (please explain): _____

Do you require special testing arrangements because of a physical impairment? Yes No If yes, call (831) 423-5583, x.143

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 11 - Personnel Transactions Summary

Job Group: 1 - OA

Transaction Dates: 01/01/2012 To 12/31/2014

	Applicants			Hires			Terminations (I)			Terminations (V)			
	Males	Females	UNKNOWN (GENDER)	TOTAL RACE	Males	Females	TOTAL RACE	Males	Females	TOTAL RACE	Males	Females	TOTAL RACE
White	46	39	0	85	2	1	3	0	0	0	6	4	10
Afr. Amer.	8	4	0	12	0	0	0	0	0	0	2	0	2
Hispanic	26	22	0	48	0	1	1	0	0	0	0	0	0
Asian	1	1	0	2	0	0	0	0	0	0	0	0	0
Nat. Amer.	9	2	0	11	0	0	0	0	0	0	0	0	0
NHOPI	0	0	0	0	0	0	0	0	0	0	0	0	0
Two or More	1	1	0	2	0	0	0	0	0	0	0	0	0
Unknown (Race)	0	1	0	1									
Total	91	70	0	161	2	2	4	0	0	0	8	4	12
Total Minority	45	30	0	75	0	1	1	0	0	0	2	0	2

	Promotions From			Promotions Into			Promotions Within		
	Males	Females	TOTAL RACE	Males	Females	TOTAL RACE	Males	Females	TOTAL RACE
White	0	0	0	4	4	8	0	0	0
Afr. Amer.	0	0	0	0	1	1	0	0	0
Hispanic	0	0	0	3	1	4	1	1	2
Asian	0	0	0	0	0	0	0	0	0
Nat. Amer.	0	0	0	0	0	0	0	0	0
NHOPI	0	0	0	0	0	0	0	0	0
Two or More	0	0	0	0	0	0	0	0	0
Total	0	0	0	7	6	13	1	1	2
Total Minority	0	0	0	3	2	5	1	1	2

As of 12/31/14

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 11 - Personnel Transactions Summary

Job Group: 2 - P

Transaction Dates: 01/01/2012 To 12/31/2014

	Applicants			Hires			Terminations (I)			Terminations (V)			
	Males	Females	UNKNOWN (GENDER)	TOTAL RACE	Males	Females	TOTAL RACE	Males	Females	TOTAL RACE	Males	Females	TOTAL RACE
White	11	6	0	17	1	0	1	0	1	1	1	0	1
Afr. Amer.	2	0	0	2	0	0	0	0	0	0	0	0	0
Hispanic	2	4	0	6	0	0	0	0	0	0	0	0	0
Asian	1	0	0	1	0	0	0	0	0	0	0	0	0
Nat. Amer.	0	1	0	1	0	1	1	0	0	0	0	0	0
NHOPI	0	0	0	0	0	0	0	0	0	0	0	0	0
Two or More	0	0	0	0	0	0	0	0	0	0	0	0	0
Unknown (Race)	0	0	0	0									
Total	16	11	0	27	1	1	2	0	1	1	1	0	1
Total Minority	5	5	0	10	0	1	1	0	0	0	0	0	0

	Promotions From			Promotions Into			Promotions Within		
	Males	Females	TOTAL RACE	Males	Females	TOTAL RACE	Males	Females	TOTAL RACE
White	0	1	1	0	0	0	1	3	4
Afr. Amer.	0	0	0	0	0	0	0	0	0
Hispanic	0	1	1	0	0	0	0	1	1
Asian	0	0	0	0	0	0	0	0	0
Nat. Amer.	0	0	0	0	0	0	0	0	0
NHOPI	0	0	0	0	0	0	0	0	0
Two or More	0	0	0	0	0	0	0	0	0
Total	0	2	2	0	0	0	1	4	5
Total Minority	0	1	1	0	0	0	0	1	1

As of 12/31/14

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 11 - Personnel Transactions Summary

Job Group: 6 - AD

Transaction Dates: 01/01/2012 To 12/31/2014

	Applicants			Hires			Terminations (I)			Terminations (V)			
	Males	Females	UNKNOWN (GENDER)	TOTAL RACE	Males	Females	TOTAL RACE	Males	Females	TOTAL RACE	Males	Females	TOTAL RACE
White	68	372	1	441	1	6	7	0	0	0	1	3	4
Afr. Amer.	6	30	0	36	0	0	0	0	0	0	0	0	0
Hispanic	48	221	1	270	2	2	4	1	0	1	0	2	2
Asian	5	14	0	19	0	0	0	0	0	0	0	1	1
Nat. Amer.	1	25	0	26	0	0	0	0	0	0	0	0	0
NHOPI	0	1	0	1	0	0	0	0	0	0	0	0	0
Two or More	6	40	1	47	0	0	0	0	0	0	0	0	0
Unknown (Race)	0	2	4	6									
Total	134	705	7	846	3	8	11	1	0	1	1	6	7
Total Minority	66	331	2	399	2	2	4	1	0	1	0	3	3

	Promotions From			Promotions Into			Promotions Within		
	Males	Females	TOTAL RACE	Males	Females	TOTAL RACE	Males	Females	TOTAL RACE
White	1	1	2	0	0	0	1	2	3
Afr. Amer.	0	0	0	0	0	0	0	0	0
Hispanic	0	0	0	0	0	0	0	1	1
Asian	0	0	0	0	0	0	0	0	0
Nat. Amer.	0	0	0	0	0	0	0	0	0
NHOPI	0	0	0	0	0	0	0	0	0
Two or More	0	0	0	0	0	0	0	0	0
Total	1	1	2	0	0	0	1	3	4
Total Minority	0	0	0	0	0	0	0	1	1

As of 12/31/14

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 11 - Personnel Transactions Summary

Job Group: 7 - SC

Transaction Dates: 01/01/2012 To 12/31/2014

	Applicants			Hires			Terminations (I)			Terminations (V)			
	Males	Females	UNKNOWN (GENDER)	TOTAL RACE	Males	Females	TOTAL RACE	Males	Females	TOTAL RACE	Males	Females	TOTAL RACE
White	59	1	0	60	5	0	5	0	0	0	2	0	2
Afr. Amer.	0	0	0	0	0	0	0	0	0	0	0	0	0
Hispanic	77	1	0	78	6	0	6	1	0	1	0	0	0
Asian	2	0	0	2	0	0	0	0	0	0	0	0	0
Nat. Amer.	0	0	0	0	0	0	0	0	0	0	0	0	0
NHOPI	0	0	0	0	0	0	0	0	0	0	0	0	0
Two or More	2	0	0	2	1	0	1	0	0	0	0	0	0
Unknown (Race)	3	0	2	5									
Total	143	2	2	147	12	0	12	1	0	1	2	0	2
Total Minority	81	1	0	82	7	0	7	1	0	1	0	0	0

	Promotions From			Promotions Into			Promotions Within		
	Males	Females	TOTAL RACE	Males	Females	TOTAL RACE	Males	Females	TOTAL RACE
White	0	0	0	0	0	0	3	0	3
Afr. Amer.	0	0	0	0	0	0	0	0	0
Hispanic	1	0	1	0	0	0	4	0	4
Asian	0	0	0	0	0	0	0	0	0
Nat. Amer.	0	0	0	0	0	0	0	0	0
NHOPI	0	0	0	0	0	0	0	0	0
Two or More	0	0	0	0	0	0	0	0	0
Total	1	0	1	0	0	0	7	0	7
Total Minority	1	0	1	0	0	0	4	0	4

As of 12/31/14

Attachment B

Santa Cruz METRO EEO Plan 2015-2017 Exhibit 11 - Personnel Transactions Summary

Job Group: 8 - SM

Transaction Dates: 01/01/2012 To 12/31/2014

	Applicants			Hires			Terminations (I)			Terminations (V)			
	Males	Females	UNKNOWN (GENDER)	TOTAL RACE	Males	Females	TOTAL RACE	Males	Females	TOTAL RACE	Males	Females	TOTAL RACE
White	291	94	0	385	17	10	27	4	1	5	8	6	14
Afr. Amer.	55	26	0	81	2	0	2	2	0	2	2	0	2
Hispanic	564	96	0	660	38	8	46	1	4	5	8	0	8
Asian	5	7	1	13	1	0	1	1	0	1	0	0	0
Nat. Amer.	10	5	0	15	2	1	3	0	1	1	2	0	2
NHOPI	7	0	0	7	0	0	0	0	0	0	0	0	0
Two or More	42	7	0	49	0	1	1	0	0	0	1	0	1
Unknown (Race)	7	2	6	15									
Total	981	237	7	1225	60	20	80	8	6	14	21	6	27
Total Minority	683	141	1	825	43	10	53	4	5	9	13	0	13

	Promotions From			Promotions Into			Promotions Within		
	Males	Females	TOTAL RACE	Males	Females	TOTAL RACE	Males	Females	TOTAL RACE
White	3	2	5	0	0	0	2	0	2
Afr. Amer.	0	1	1	0	0	0	0	0	0
Hispanic	2	0	2	0	0	0	3	0	3
Asian	0	0	0	0	0	0	0	0	0
Nat. Amer.	0	0	0	0	0	0	0	0	0
NHOPI	0	0	0	0	0	0	0	0	0
Two or More	0	0	0	0	0	0	0	0	0
Total	5	3	8	0	0	0	5	0	5
Total Minority	2	1	3	0	0	0	3	0	3

As of 12/31/14

Attachment B

APPENDICES

Appendix A AR-3005 Sexual Harassment Policy

Appendix B AR-3014 Policies, Procedures, Rules and Regulations Relating to Occupational Violence

Appendix C AR-3017 Policy Against Unlawful Discrimination, Harassment and Retaliation

Appendix D AR-3018 Reasonable Accommodation Process and Procedures for Santa Cruz METRO Employees and Applicants

Appendix E Personnel Rules and Procedures

Attachment B
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Regulation Number: AR-3005

Computer Title: sexharas.doc

Effective Date: May 24, 2004

Pages: 7

**TITLE: SEXUAL AND GENDER DISCRIMINATION,
HARASSMENT AND RETALIATION PREVENTION
POLICY**

Procedure History

REVISION DATE	SUMMARY OF REVISION	APPROVED
05/24/04	Major Revisions to existing Sexual Harassment procedures and incorporation into Regulation format	L.W.
05/25/07	Updated addresses and included training component	L.W.
08/04/09	Update addresses on page 6, and wording change on pages 4 & 5	L.W.
02/10/11	Revise title, update Metro facility locations and address changes	L.W.
4/20/12	Revisions to include protected classes	L.W.

I. POLICY

- 1.01 The Santa Cruz Metropolitan Transit District (hereinafter METRO) is committed to creating and maintaining a workplace environment free of discrimination, harassment, and retaliation based on one's sex, gender identity and gender expression. Discrimination, harassment and retaliation based on one's sex, gender identity and gender expression are prohibited by federal and state law and will not be tolerated in METRO's workplace. Complaints of discrimination, harassment and retaliation because of one's sex, gender identity and/or gender expression will be properly investigated and if found to be true, appropriate disciplinary action, up to and including termination, will be taken.
- 1.02 All METRO employees, including managers, supervisors, and employees, are responsible for preventing discrimination, harassment and retaliation based on one's sex, gender identity and gender expression. Retaliation against an individual for the filing of a complaint of discrimination, harassment or retaliation, for the participation in the investigation into a complaint of discrimination/harassment/retaliation, for the

Attachment B

participation in any investigative hearing or disciplinary action or for assisting or supporting an individual who files a complaint or participates in an investigation is prohibited by law and constitutes a separate violation of METRO policy.

- 1.03 METRO will not tolerate, condone or trivialize discrimination, harassment or retaliation because of sex, gender identity or gender expression in any form.

II. APPLICABILITY

- 2.01 This policy and procedure is applicable to METRO employees, applicants, volunteers, contractors, vendors and other individuals.
- 2.02 If a METRO employee engages in any discriminatory and/or harassing conduct including acts of retaliation in violation of this policy he/she shall be subject to disciplinary action up to and including employment termination.
- 2.03 If the harasser is determined to be a non-METRO employee, METRO will take such action as appropriate, given METRO's control over the conduct of such non-employee.
- 2.04 Failure of a METRO employee to follow this policy and procedure shall subject such employee to disciplinary action up to and including employment termination.

III. DEFINITIONS

- 3.01 **Examples of Sexual Harassment:** verbal communications, such as asking for a date, telling sexual jokes, bragging about sexual exploits, making comments regarding appearance or anatomy, or using terms with double meanings (one of which is sexual). However, nonverbal actions also can constitute unlawful harassment, such as touching ones-self or another (particularly in sexually sensitive places), suggestive eye contact, or posting or circulating sexually oriented posters, cartoons, or pictures.
- 3.02 **Gender:** means sex, and includes a person's gender identity and gender expression.
- 3.03 **Gender Expression:** means a person's gender-related appearance and behavior whether or not stereotypically associated with the person's assigned sex at birth.
- 3.04 **Gender Harassment:** Conduct, whether blatant or subtle, that discriminates against a person solely because of that person's sex or gender identification or sexual orientation. See definition of "Sex".
- 3.05 **Gender Identity:** refers to an individual's sense of being male or female. Gender identity is generally determined in the early years of an individual's life and, if different from the individual's physical gender, may result in increasing psychological and emotional discomfort and pain. The way an individual expresses his or her gender identity is frequently called "gender expression," and may or may not conform to social stereotypes associated with a particular gender.
- 3.06 **Harassment because of sex:** includes but is not limited to verbal harassment, physical harassment and visual forms of harassment. Harassment because of sex includes sexual

Attachment B

harassment, gender harassment and harassment based on pregnancy, childbirth, or related medical conditions. See also Sexual Harassment and Gender Harassment.

- 3.07 **Hostile Work Environment Harassment:** A hostile work environment exists where supervisors, co-employees, and/or others create an atmosphere so infused with unwelcome sexually oriented conduct that an individual's reasonable comfort or ability to perform his/her job is affected.
- 3.08 **Motivation for sexual harassment:** either sexual desire or general hostility to the plaintiff's gender.
- 3.09 **Quid pro quo harassment** occurs when a supervisor conditions the granting of an economic benefit upon the receipt of sexual favors from a subordinate or punishes the subordinate for refusing to submit to his/her request. In a hostile work environment the employee may be either a) personally subjected to offensive remarks and inappropriate visual displays or touching, or b) he/she may personally witness the harassing conduct toward other employees even if he/she is not personally subjected to the harassment.
- 3.10 **Physical harassment:** includes assault, battery, impeding or blocking movement, or any physical interference with normal work or movement, when directed at an individual on the basis of gender or sex.
- 3.11 **Sex:** includes but is not limited to pregnancy, childbirth or medical conditions related to pregnancy or childbirth. "Sex" also includes but is not limited to an employee's gender which means the employee's actual sex or the perception of the employee's sex, and includes the perception of the employee's identity, appearance, or behavior, whether or not that identity, appearance, or behavior is different from that traditionally associated with the employee's sex at birth.
- 3.12 **Sexual Harassment:** Sexual harassment is discrimination and violates the Federal Civil Rights Act of 1964, the California Fair Employment and Housing Act, and this policy. Sexual harassment is defined as unwanted sexual advances, requests for sexual favors, or visual, verbal or physical conduct of a sexual nature if: a) submission is a condition of employment, or b) submission affects employment decisions, or c) the purpose or effect is to unreasonably interfere with the employee's work performance or d) it creates an intimidating, hostile, or offensive environment. This definition includes many forms of offensive behavior.

Sexually harassing conduct can be physical, verbal, visual or written, and can occur between people of the same or opposite sex. Sexual harassment can occur between peers, supervisors to subordinate, subordinate to supervisor, within or across departments. The two basic elements of sexual harassment are: 1) the behavior is unwelcome; and 2) it is sexual in nature, as perceived by the recipient or it is behavior that ridicules, denigrates or harasses a person because of his or her gender.

Types of sexual harassment include "quid pro quo" sexual harassment and hostile environment sexual harassment.

- 3.13 **Sexual Orientation:** means heterosexuality, homosexuality, and bisexuality.

Attachment B

- 3.14 **Same-sex harassment:** Harassment from one individual to another both of the same gender
- 3.15 **Retaliation:** Any adverse action taken against an employee because of his/her participation in the complaint or investigation or hearing relating to this policy or the provision of federal or state law.
- 3.16 **Verbal Harassment:** includes epithet, derogatory comments or slurs on the basis of gender or sex.

IV. STANDARDS

- 4.01 Harassment because of sex including sexual and gender harassment of any kind is prohibited by every METRO employee in the workplace, in a METRO facility, vehicle, while in METRO service or while in uniform.
- 4.02 Retaliation of any kind in violation of this policy by any METRO employee is prohibited.
- 4.03 Retaliating against the complainant, the accused, or any other employee assisting the complainant or participating in a sexual harassment investigation is prohibited.
- 4.04 Employees have the right to raise the issue of sex discrimination including sexual and/or gender harassment at any time without fear of reprisal or retaliation.
- 4.05 An employee who feels that he or she has been sexually harassed or who has witnessed others being harassed should immediately bring the matter to the attention of their supervisor or manager either orally or in writing and may file a complaint as set forth in Section VII, of this Policy.
- 4.06 Supervisors and Managers shall report to their department manager, the Human Resources Manager or the General Manager if he/she becomes aware of harassment because of sex, or sexual or gender harassment in violation of this policy.
- 4.07 The Human Resources Manager shall provide copies of this policy to each employee and extra copies will be available in the following offices:
 - a) Human Resources Manager, 110 Vernon Street, Santa Cruz, California, 95060;
 - b) Manager of Operations, 1200 River Street, Santa Cruz, California, 95060;
 - c) Paratransit Administrator, ParaCruz, 2880 Research Park Drive, Suite 160, Santa Cruz, California 95062; and
 - d) Fleet Maintenance Facility; 138 Golf Club Drive, Santa Cruz, CA 95060.

V. HARASSMENT-FREE ENVIRONMENT

- 5.01 To maintain an environment free from sexual and gender harassment is critical to the operation of METRO. To provide this environment, the following actions shall be required:

Attachment B

- a) Managers and Supervisors shall inform all employees that harassment because of sex including sexual and gender harassment is prohibited;
- b) This Sexual and Gender Discrimination and Harassment Prevention Policy shall be emphasized by the General Manager and explained by District Counsel to the Managers of each department;
- c) Those who have concerns, or feel victimized by sexual or gender harassment shall be referred to the Human Resources Manager if he/she is not the subject of the complaint. If he/she is the subject of the complaint then the referral shall be made to District Counsel; and
- d) Anti-sexual and gender harassment posters shall be displayed at each worksite and the Department of Fair Employment and Housing pamphlets regarding this issue shall be distributed to each employee at least annually.

VI. ADMINISTRATION OF REGULATION

6.01 The Human Resources Manager or his/her designee is responsible for the following:

- a) Ensuring that this policy, its definitions of harassment and the complaint procedures are disseminated to all employees on a regular basis;
- b) Ensuring that this policy, its definitions of harassment are made known to contractors, vendors and customers who come in contact with METRO employees or work on METRO premises;
- c) Providing guidance, training and assistance to department managers, supervisors, and employees on preventing and stopping harassment within their areas of responsibility;
- d) Investigating, resolving and making findings and recommendations on complaints filed with federal and/or state agencies;
- e) Informing employees of their rights and responsibilities under this policy;
- f) Investigating and resolving complaints involving departmental personnel in accordance with the complaint procedures set forth herein;
- g) Investigating and resolving complaints involving contractors or others.

VII. COMPLAINT PROCEDURE

7.01 An employee who believes he/she has been harassed because of sex, sexually harassed, harassed because of his/her gender, gender identity, or gender expression, witnessed another being harassed or retaliated against because of the filing of a complaint, or the participation in an investigation or hearing is encouraged to file a complaint in writing or orally to any of the following individuals: immediate Supervisor, Department Manager, Human Resources Manager or the General Manager.

Attachment B

- 7.02 The Supervisor or Manager who receives a harassment complaint shall:
- a) Notify the Human Resources Manager immediately unless he/she is the subject of the complaint;
 - b) If the Human Resources Manager is the subject of the complaint then the supervisor or manager shall refer the individual to District Counsel who shall take appropriate steps to follow the guidelines set forth in Section 7.03.
- 7.03 The Human Resources Manager or his/her designee, once notified of a complaint shall take the following actions as soon as possible:
- a) Meet with the complainant and inform the complainant of his/her rights and any obligations to secure those rights;
 - b) Fully and effectively investigate the complaint. The investigation shall be immediate, thorough, objective and complete. All persons with information regarding the matter shall be interviewed. A determination shall be made and the results communicated to the complainant, to the alleged harasser, and as appropriate, to all others directly concerned.
 - c) If the complaint is proven to be true, take prompt and effective remedial action. First, appropriate action must be taken against the harasser and communicated to the complainant. Second, steps must be taken to prevent any further harassment by the accused and anyone else. Third, appropriate action must be taken to remedy the complainant's loss, if any.
- 7.04 Employees who believe that they have been harassed because of their sex, sexually harassed or harassed because of their gender, gender identity, or gender expression may file a written complaint of discrimination with the following federal and/or state agencies:
- a) Federal Transit Administration, 201 Mission Street, Suite 1650, San Francisco, CA 94105-1839, (415) 744-3133;
 - b) The Office of the Secretary, U.S. Department of Transportation, 1200 New Jersey Avenue SE. Washington, D.C. 20590, (202) 366-4000;
 - c) U.S. Equal Employment Opportunity Commission, 96 N. Third Street, Suite 250, San Jose, CA 95112, 1-800-669-4000; TTY 1-800-669-6820; and Fax: (408) 291-4539 (Complaint generally required to be filed within 180 days of the incident); and
 - d) California Department of Fair Employment and Housing, San Jose District Office, 2570 North First Street, Suite 480, San Jose, CA 95131, (408) 325-0344.

The Department of Fair Employment and Housing does not accept complaints filed for investigation by mail. To file a complaint please call one of the toll free numbers below. Complaint generally required to be filed within one year of the incident.

Attachment B

1. Employment/Public Accommodations:

1-800-884-1684

2. Hate Violence:

1-800-884-1684

3. TTY:

1-800-700-2320 (Within California)

VIII. TRAINING

- 8.01 District Counsel or his/her designee shall provide at least two hours of classroom or other effective interactive training and education regarding sexual harassment as required by California law and regulations to all METRO's supervising employees every two years.
- 8.02 All new supervisory employees shall within six months of their assumption of a supervisory position receive the training set forth in Section 8.01
- 8.03 METRO designates the odd years commencing with 2007 as training years for purposes of the training described in Section 8.01.
- 8.04 All METRO employees are provided with sexual harassment prevention training at the time of the new hire orientation, at the beginning of his/her employment with METRO and approximately every three years thereafter.

Attachment B

SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Regulation Number: AR-3014


Computer Title: Ocviolnc.doc

Effective Date: November 1, 2001

Pages: 6

**TITLE: POLICIES, PROCEDURES, RULES AND REGULATIONS
RELATING TO OCCUPATIONAL VIOLENCE**

Procedure History

REVISION DATE	SUMMARY OF REVISION	APPROVED
11/01/01	New Policy	L. W.
05/24/04	Policy modifications	L.W.
02/11/10	Update wording to include "METRO", add definitions, and changes to sections 2.01, 4.01, 4.02 and 5.04. Add sections 8.01 and 8.02.	

I. POLICY

- 1.01 The Santa Cruz Metropolitan Transit District (METRO) is committed to providing a workplace that is free from acts of violence or threats of violence. In keeping with this commitment, METRO has established a "zero tolerance" policy for actual or threatened violence against employees, co-workers, passengers, visitors, or any other persons who are either on METRO property or have contact with METRO employees in the course of their duties or when utilizing METRO transit services or facilities. Security and safety in the workplace is every employee's responsibility. Therefore, it is essential that every employee understand the importance of workplace safety and security. This policy is being implemented because METRO employees should be free from actual or threatened violence at the workplace.
- 1.02 This Policy is also intended to promote workplace security by addressing situations in which non-METRO employees enter the workplace and/or METRO transit services or facilities and engage in violent acts or threaten employees with violence. Although some kinds of violence result from societal issues that are beyond METRO's control, METRO has adopted these measures to increase security and protection for METRO's employees. In order to accomplish this objective, METRO requires the cooperation of all employees.

II. APPLICABILITY

- 2.01 These policies and procedures are applicable to all METRO employees on all METRO property, including every METRO vehicle and/or while wearing a METRO uniform. Employees must conduct themselves in a mature and professional manner at all times

Attachment B

while performing their duties and responsibilities as a METRO employee. Compliance with this Policy is a condition of employment and will be evaluated, together with other aspects of an employee's performance. Due to the importance of this Policy, employees who violate any of its terms, who engage in or contribute to violent behavior, or who threaten others with violence shall be subject to disciplinary action, up to and including employment discharge.

III. DEFINITIONS

- 3.01 **“Bully” or “Bullying”** means to act like a bully towards, intimidate, or domineer another individual. To be cruel, loudly arrogant and overbearing to other individuals.
- 3.02 **“Intimidate”** means to coerce another individual into compliance by the use of threats, force or fear.

IV. PROHIBITED CONDUCT

- 4.01 Employees shall not engage in the following prohibited conduct on METRO property, including within METRO vehicles, or while performing METRO duties or business, or while in a METRO uniform:
- a. A verbal or nonverbal act or threatened act of violence;
 - b. A verbal or nonverbal act or threatened act of intimidation;
 - c. A verbal or nonverbal act or threatened act of retaliation;
 - d. A verbal or nonverbal act of bullying another individual or making personal insults to, or directed at another individual; or
 - e. An act or threatened act of carrying or using a weapon of any kind or any type of material as a weapon.
- 4.02 Every threat of violence is serious and must be treated as such. Threatening behavior can include but is not limited to such actions as:
- a. Throwing objects;
 - b. Making a verbal threat to harm another individual or destroy property;
 - c. Making menacing gestures;
 - d. Expressing significant grudges against co-workers;
 - e. Displaying an intense or obsessive romantic interest that exceeds the normal bounds of interpersonal interest;
 - f. Attempting to intimidate or harass other individuals;
 - g. Yelling, screaming, and/or cursing;
 - h. Verbal or nonverbal threats and/or intimidation, including invading one's personal space or uninvited physical contact;
 - i. Teasing or sarcastic jokes;
 - j. Public displays of shaming or belittling;
 - k. Behavior indicating that the individual may pose a danger either to himself, herself or to others;

Attachment B

- l. Bringing a weapon onto METRO premises or inside a METRO facilities or METRO vehicles;
 - m. Bringing, making, possessing, disseminating or drawing a picture of a violent act on METRO property, including METRO vehicles;
 - n. Other behavior that suggests a propensity towards violence; or
 - o. Defacing METRO property or intentionally causing physical damage to a METRO facility or vehicle or sabotage.
- 4.03 An employee may carry a legal pocketknife on his/her person as long as it is not visible, displayed or shown to others or used for any purpose on METRO property including METRO vehicles, or while performing METRO duties or business, or while in a METRO uniform.

V. REPORTING

- 5.01 Employees who become aware of any threat of workplace violence must report the threat immediately to their supervisor, manager, or METRO's Human Resources Manager. The supervisor or manager will, in turn, be responsible for notifying the Human Resources Manager, who will consult with appropriate resources in order to complete an assessment of the incident, the surrounding circumstances, and shall take appropriate preventative actions. The Human Resources Manager shall acknowledge receipt any such report to the reporting employee.
- 5.02 If an employee becomes aware of any actual violence, imminent violence, or threat of imminent violence, obtaining emergency assistance is a matter of first priority. The employee should immediately contact Dispatch at Operations or ParaCruz. If Dispatch is closed, contact the local law enforcement authorities by dialing 911. As soon as practicable after contacting the law enforcement authorities for emergency assistance, the employee must report the incident to his or her supervisor or manager, if available, and the Human Resources Manager. The supervisor or manager must then notify the Human Resources Manager immediately. If the supervisor or manager is not immediately available, the employee shall contact the Human Resources Manager or General Manager or his/her designee directly after contacting the law enforcement authorities.
- 5.03 During emergency situations, employees shall follow the directions and/or instructions of their supervisor, manager, the Human Resources Manager and law enforcement officials.
- 5.04 All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly.
- 5.05 Any METRO employee who reports or files a Report regarding an act or threatened act of violence shall be advised by the Human Resources Manager of the investigation and its results, unless to do so would violate an individual's right to privacy.
- 5.06 All employees are prohibited from retaliating against any individual who makes a report pursuant to this policy.

Attachment B

VI. SYSTEM SAFETY & INJURY PREVENTION PROGRAM

- 6.01 The Human Resources Manager shall also implement, maintain and administer Metro's Occupational Violence Program. Metro's Occupational Violence Program, as established by the Human Resources Manager, shall include meetings, training programs, the posting of safety notices and safety tips, and providing written communications to employees regarding safety, security and anti-violence matters.
- 6.02 Full cooperation by all employees is necessary for METRO to accomplish its goal of maximizing the security and safety of its employees. Employees should direct any questions they have regarding their obligations and rights under this policy to the Human Resources Manager. Employees can report violations of this policy and/or raise any questions regarding their obligations or rights under this policy without fear of reprisal of any kind.
- 6.03 The System Safety and Injury Prevention Program Committee shall analyze in detail any Report filed with the Human Resources Manager regarding violence at the workplace, to determine whether the reaction to the Report was appropriate.
- 6.04 One member each from Salaried Employees Association (SEA), Professional Supervisors Association (PSA) and Vehicle Maintenance Unit (VMU) and two members from the United Transportation Union, Local 23 (UTU) shall be invited to attend the System Safety and Injury Prevention Program meetings on a quarterly basis to review and discuss the Occupational Violence Policy and Procedures, including its implementation, training and education program provided to employees. This quarterly group shall prepare written records of the committee's meetings, review results of the periodic scheduled workplace security inspections, review investigations of workplace violence and make suggestions to management for the prevention of future incidents, review threats and incidents, and submit recommendations for improving the Occupational Violence Program and Procedures and its implementation.
- 6.05 METRO recognizes that to maintain a safe, healthy and secure workplace it must have open, two-way communication between all employees including managers and supervisors, on all workplace safety, health and security issues. METRO has a communication system designed to encourage a continuous flow of safety, health and security information between management and employees without fear of reprisal and in a form that is readily understandable. METRO's communication system, implemented and maintained by the Human Resources Manager, consists of the following:
- a. New employee orientation on METRO's workplace security policies, procedures and work practices.
 - b. Employee review of METRO's Occupational Violence Program and the System Safety and Injury Prevention Program.
 - c. Training programs designed to address general and specific aspects of workplace security.
 - d. Regularly scheduled safety meetings to discuss workplace security.

Attachment B

- e. Effective communication of safety, health and security concerns between employees, supervisors and managers, including translation where appropriate.
 - f. Posted or distributed workplace security information.
 - g. A system for workers to inform management about workplace security hazards and verbal or physical threats of violence that includes protecting employees from retaliation by the person making the threats.
 - h. A system for immediately and safely communicating a warning to law enforcement authorities, management, and other employees about an imminent act of violence or threat of imminent violence.
- 6.06 METRO believes that employees may be better prepared to avoid or prevent violence if they are able to recognize early warning signs in advance and follow appropriate response procedures. Employees will therefore play a crucial role in the administration of this anti-violence policy. METRO employees will receive training in order to identify and report actual and threatened acts of violence at the workplace.
- 6.07 Periodic inspections to identify and evaluate workplace security and threats of workplace violence shall be performed by the Human Resources Manager. Periodic inspections for security hazards consist of identification and evaluation of workplace security hazards and changes in employee work practices. In addition, he/she shall provide for the correction of any hazards that are identified and the investigation of any incidents of prohibited conduct as described herein.
- 6.08 Hazards, which threaten the security of employees, shall be corrected by the Human Resources Manager in a timely manner when they are first observed or discovered. Immediate corrective action includes:
- a. Notification of law enforcement authorities when a criminal act has occurred;
 - b. Emergency medical care provided in the event of any violent act upon an employee; and
 - c. Post-event trauma counseling for those employees desiring such assistance.
- 6.09 When appropriate, the Human Resources Manager shall request that District Counsel obtain a restraining order to prevent the perpetrator of a violent act or threatened act to enter METRO property, including METRO vehicles and/or come within contact of affected employees.

VII. POLICY VIOLATIONS

- 7.01 In cases where it is determined that an employee has violated this policy, the Human Resources Manager will determine the appropriate corrective action, if any, including whether disciplinary action is warranted. If it is determined that prohibited conduct has occurred, disciplinary action will be imposed, up to and including employment discharge.

Attachment B

VIII. ADMINISTRATION OF REGULATION

- 8.01 Each METRO Department Manager is responsible for administering within his/her department the Policies, Procedures, Rules and Regulations Relating to Occupational Violence in accordance with this policy.
- 8.02 METRO will integrate the Policies, Procedures, Rules and Regulations Relating to Occupational Violence into its policies and procedures.

Attachment B
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Regulation Number: AR-3017

Computer Title: Discrim-Harass.doc

Effective Date: February 16, 2010

Pages: 10

**TITLE: POLICY AGAINST UNLAWFUL DISCRIMINATION,
HARASSMENT AND RETALIATION**

Procedure History

REVISION DATE	SUMMARY OF REGULATION	APPROVED
February 26, 2010	New Policy	L.W.

I. POLICY

- 1.01 The Santa Cruz Metropolitan Transit District (hereinafter METRO) believes in respecting the dignity of every employee and expects every employee to show respect for all of METRO's employees, passengers, customers and vendors. Respectful, professional conduct furthers METRO's mission, promotes productivity, minimizes disputes, and enhances METRO's reputation. Accordingly, this policy forbids any unwelcome conduct in the workplace that is based on an individual's age, ancestry, citizenship, color, genetic characteristics, marital status, national origin, political affiliation, pregnancy, childbirth or related medical conditions, race, religion, sex or gender, perceived sex or gender, sexual orientation (including homosexuality, heterosexuality, or bisexuality), military or veterans' status, physical or mental disability, or medical condition. This policy also includes unwelcome conduct based on a perception that the individual is associated with a person who has/is perceived to have any of the above characteristics. This includes any unwelcome conduct against a METRO employee, contractor or applicant because of his/her participation in protected activities, or participation in a METRO investigation or hearing.
- 1.02 In addition, this policy prohibits discrimination and harassment on any other basis protected by federal, state or local law, ordinance or regulation. METRO is committed to providing a work environment that is free of discrimination/harassment/retaliation and, therefore, METRO strongly disapproves of and will not tolerate discrimination/harassment/retaliation of any person in the workplace.
- 1.03 Unlawful discrimination/harassment/retaliation are prohibited and will not be tolerated by METRO. Complaints of unlawful discrimination/harassment/retaliation will be promptly investigated and if confirmed, appropriate disciplinary action up to and including termination will be taken.
- 1.04 Each METRO employee, including managers and supervisors, shall refrain from unlawful discrimination/harassment/retaliation against other METRO employees and/or

Attachment B

members of the public based on race, religion, color, national origin, ancestry, physical or mental disability, genetic characteristics, medical condition, marital status, sex, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), or pregnancy, childbirth or related medical conditions or because of participation in protected activities. Each METRO employee shall make good faith efforts to prevent and/or stop unlawful discrimination and harassment from taking place.

- 1.05 Federal and state laws and this METRO regulation also prohibit retaliation against anyone who has exercised his/her rights in accordance with federal, or state laws or under this Regulation, and/or has provided information, assistance or testimony because someone else is exercising his/her rights under this Regulation and/or federal and state laws. Any adverse conduct/action taken because an applicant, employee, or contractor has reported harassment or discrimination, or has participated in the complaint and investigation process described herein, is prohibited.
- 1.06 METRO will not tolerate, condone or trivialize unlawful discrimination/harassment/retaliation in any form. METRO has a zero tolerance for any conduct that violates this Regulation. Conduct need not arise to the level of a violation of law in order to violate this Regulation. Instead, a single act can violate this Regulation and provide grounds for discipline or other appropriate sanctions.
- 1.07 The objectives of this Regulation are to promote equal opportunity and to assist all persons in understanding their rights, duties and obligations so as to facilitate achievement of compliance with this Regulation and federal and California laws and regulations.

II. APPLICABILITY

- 2.01 This regulation is applicable to all METRO employees, applicants for METRO employment, and METRO contractors.
- 2.02 If a METRO employee engages in unlawful discrimination/harassment/retaliation in violation of this regulation he/she shall be subject to disciplinary action up to and including employment termination.
- 2.03 If an individual who is not a METRO employee engages in unlawful discrimination/harassment/retaliation against a METRO employee, METRO will take such action as is allowed given METRO's control and other legal responsibilities METRO has with respect to the conduct of such non-employee.
- 2.04 This regulation applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, disciplinary action, layoff, recall, transfer, leave of absence, compensation, and training.
- 2.05 This regulation is applicable at all METRO locations, and facilities, including all forms of METRO correspondence (i.e.: email, phones, and interoffice mail), METRO-sponsored meetings, public hearings, social or other events, as well as activities at which an employee represents METRO. METRO employees are required to follow this

Attachment B

regulation while performing their duties and responsibilities for METRO, while in METRO uniform, and when providing services to the public on METRO's behalf.

- 2.06 METRO takes a proactive approach to potential violations and will conduct an investigation if its officers, supervisors, or managers become aware that harassment, discrimination or retaliation may be occurring, regardless of whether the recipient or third party reports a potential violation.

III. DEFINITIONS:

- 3.01 **Discrimination** This regulation prohibits treating individuals differently because of the individual's protected classification as defined in this regulation.

- 3.02 **Harassment** may include, but is not limited to, the following types of behavior that is taken because of a persons' protected classification. Note that harassment is not limited to conduct that METRO's employees take. Under certain circumstances, harassment can also include conduct taken by those who are not employees, such as elected officials, appointed officials, persons providing services under contracts, or members of the public.

a.) **Offensive verbal conduct** such as epithets, derogatory jokes, comments or slurs, insulting sounds, unwanted sexual innuendos, advances, or propositions and/or graphic, suggestive or obscene comments, letters, notes or invitations, or propositioning on the basis of a protected classification. This might include inappropriate comments on appearance, including dress or physical features, or dress consistent with gender identification or race-oriented stories and jokes.

b.) **Offensive or Otherwise Unwelcome Physical Conduct** such as assault, impeding or blocking movement, offensive touching, or any physical interference with normal work or movement on the basis of a protected classification. This includes pinching, brushing against another's body, grabbing, patting, propositioning, leering, or making explicit or implied job threats or promises in return for submission to physical acts or otherwise interfering with another's work based on any protected basis.

c.) **Offensive Visual Conduct** derogatory and/or sexually suggestive images, posters, pictures, photography, cartoons, emails, drawings or gestures, related to a protected classification.

d.) **Unwanted sexual advances** requests for sexual favors and other acts of a sexual nature, where submission is made a term or condition of employment, where submission to, or rejection of, the conduct is used as the basis for employment decisions, or where the conduct is intended to or actually does unreasonably interfere with an individual's work performance or create an intimidating, hostile, or offensive working environment, act of systematic, and/or continued unwanted and annoying actions of one party or a group, including threats and demands, consisting of verbal, physical or visual threats and demands. Harassment can include jokes, slurs, innuendoes, and the display of cartoons, posters, or other materials. Harassment can include nonviolent and/or violent events that can be interpreted as degrading, threatening, and offensive that can be perceived to create an abusive and/or hostile work environment.

Attachment B

- 3.03 **Protected Classifications** This Regulation prohibits harassment or discrimination because of an individual's protected classification. "Protected Classification" includes race, religion, color, national origin, ancestry, physical or mental disability, genetic characteristics, medical condition, marital and parental status, sex, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), or pregnancy, childbirth or related medical conditions or because of participation in protected activities.
- 3.04 **Retaliation** Any adverse action taken because an applicant, employee, contractor or a member of the public has reported harassment or discrimination or has participated in the complaint and/or investigation process described herein or the investigation/complaint process proscribed by Federal or California law.

IV. STANDARDS:

- 4.01 Guidelines for Identifying Harassment: To help clarify what constitutes a violation of this Regulation the following guidelines must be followed:
- a.) Harassment includes any conduct which would be "unwelcome" to an individual of the recipient's same protected classification and which is taken because of the recipient's protected classification.
 - b.) It is no defense that the recipient appears to have voluntarily "consented" to the conduct at issue. A recipient may not protest for many legitimate reasons, including the need to avoid being insubordinate or to avoid being ostracized.
 - c.) Simply because no one has complained about a joke, gesture, picture, physical contact, or comment does not mean that the conduct is welcome. Harassment can evolve over time. Small, isolated incidents might be tolerated up to a point. The fact that no one is complaining now does not preclude anyone from complaining if the conduct is repeated in the future.
 - d.) Visual, verbal, and/or physical conduct between two employees who appear to welcome the conduct can constitute harassment of a third applicant, officer, official, employee or contractor who observed the conduct or learns about the conduct later. Conduct can constitute harassment even if it is not explicitly or specifically directed at an individual.
- 4.02 Managers and Supervisors are responsible for:
- a.) Informing employees of this Regulation;
 - b.) Modeling appropriate behavior;
 - c.) Taking all steps necessary to prevent harassment/discrimination/retaliation from occurring;
 - d.) Receiving complaints in a fair and serious manner and reporting the complaint to the Human Resources Manager, or METRO's District Counsel, as appropriate.
 - e.) Monitoring the work environment and taking immediate appropriate action to stop potential violations, such as removing inappropriate pictures or correcting inappropriate language;

Attachment B

- f.) Following up with those who have complained to ensure that the behavior has stopped and that there are no reprisals;
- g.) Informing those who complain of harassment/discrimination/retaliation of his/her option to contact the Equal Employment Opportunity Commission (EEOC) or Department of Fair Employment and Housing (DFEH) regarding alleged violations;
- h.) Assisting, advising, or consulting with employees and the Human Resources Manager regarding this Regulation and the Complaint Procedure;
- i.) Assisting in the investigation of complaints involving employee(s) in their departments and, if the complaint is substantiated, recommending appropriate corrective or disciplinary action in accordance with METRO's Personnel Rules and Regulations, up to and including discharge;
- j.) Implementing appropriate disciplinary and remedial actions;
- k.) Reporting potential violations of this Regulation of which he/she becomes aware, regardless of whether a complaint has been submitted, to the Human Resources Manager; and
- l.) Participating in periodic training and scheduling employees for training.

4.03 Each Employee and/Contractor is responsible for:

- a.) Treating all employees, applicants, contractors and members of the public with respect and consideration;
- b.) Modeling appropriate behavior;
- c.) Participating in periodic training;
- d.) Fully cooperating with METRO's investigations by responding fully and truthfully to all questions posed during the investigation;
- e.) Maintaining the confidentiality of any investigation that METRO conducts by not disclosing the substance of any investigatory interview, except as directed by the department manager, the Human Resources Manager or METRO's District Counsel; and
- f.) Reporting any act he or she believes in good faith constitutes harassment, discrimination or retaliation as defined in this Regulation.

4.04 Each employee is responsible for helping to ensure that the work environment is free from prohibited discrimination/harassment/retaliation. If an employee believes he/she has been subjected to a violation of this regulation, you should immediately report the matter to your Supervisor, your Department Manager, the Human Resources Manager, the Assistant General Manager, the General Manager, or METRO's District Counsel. **An employee is not required to complain to any particular supervisor or manager.**

4.05 Federal and state laws and this METRO Regulation prohibit unlawful discrimination against applicants for employment and/or employees and/or other individuals on the basis of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, sexual orientation, or pregnancy, childbirth or related medical conditions or because of participation in protected activities.

Attachment B

Regulation
Page 6 of 10

- 4.06 METRO employees are prohibited from unlawfully discriminating and/or harassing and/or retaliating against another employee, an applicant for METRO employment and any other individual on the basis of a perception that a person has any of the characteristics set forth in Section 1.01, or that a person is associated with a person who has or is perceived to have any of the characteristics set forth in Section 1.01.
- 4.07 METRO employees are prohibited from unlawfully discriminating against another employee, an applicant for METRO employment and any other individual in all employment practices including but not limited to advertisements, applications and interviews, hiring, transferring, promoting or leaving a job, and working conditions.
- 4.08 Unlawful harassment by METRO employees based on the characteristics set forth in Section 1.01 (whether actual, perceived or by association) is also prohibited. METRO will not tolerate harassing conduct based on the characteristics set forth in Section 1.01 that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile or offensive working environment.
- 4.09 Retaliation against an individual for his/her involvement in a complaint or investigation under this regulation is prohibited by law and constitutes a separate violation of METRO regulation.
- 4.10 No METRO employee shall, on the grounds of race, religion, color, national origin, ancestry, physical or mental disability, genetic characteristics, medical condition, marital status, sex, age, sexual orientation (including homosexuality, bisexuality, or heterosexuality), or pregnancy, childbirth or related medical conditions or because of participation in protected activities or any other arbitrary basis exclude an individual from lawful participation in, deny the benefits of, or subject such individual to unlawful discrimination/harassment/retaliation under any METRO program, service or activity.
- 4.11 Discrimination/Harassment/Retaliation by METRO employees is also prohibited against any person providing service to METRO pursuant to contract.

V. ADMINISTRATION OF REGULATION

- 5.01 The Human Resources Manager or designee is responsible for the following:
 - a) Ensuring that this regulation and the complaint procedures are disseminated to all employees on a regular basis.
 - b) Ensuring that this regulation is made known to contractors, vendors and customers who come in contact with METRO employees or work on METRO premises.
 - c) Providing guidance, training and assistance to department managers, supervisors, and employees on preventing and stopping discrimination and harassment within their areas of responsibility;
 - d) Investigating, resolving and making findings and recommendations on complaints filed with federal and/or state agencies;

Attachment B

- e) Informing employees of their rights and responsibilities under this regulation;
- f) Investigating and resolving complaints involving departmental personnel in accordance with the complaint procedures set forth herein; and
- g) Investigating and resolving complaints involving contractors or others.

VI. COMPLAINT PROCEDURE

- 6.01 A) An employee who believes he/she has been discriminated against, harassed, and/or retaliated against based on any of the characteristics set forth in Section 1.01 of this policy, **is encouraged to file a complaint in writing or orally to any of the following individuals: the employee's immediate supervisor, department manager, Human Resources Manager, Assistant General Manager or the General Manager.** An employee who has witnessed discrimination, harassment, and/or retaliation towards another employee, contractor, or applicant, based on the characteristics set forth in Section 1.01 of this policy, is encouraged to file a written or oral complaint.
- B) A Complaint Form (Attachment A) may be used to report discrimination/harassment/retaliation. Please provide as much factual detail as you can.
- 6.02 The supervisor or manager who receives a discrimination, and/or a harassment, and/or a retaliation complaint shall:
- a) Notify the Human Resources Manager immediately, if he/she is not the subject of the complaint;
 - b) If the Human Resources Manager is the subject of the complaint then the supervisor or manager shall refer the individual to METRO's District Counsel who shall take appropriate steps to follow the guidelines set forth in Section 6.03.
- 6.03 The Human Resources Manager or designee, once notified of a complaint shall take the following actions, as appropriate:
- a) Authorize and supervise the investigation of the complaint and/or investigate the complaint. The investigation will include interviews with (1) the complainant; (2) the accused; and (3) other persons who have relevant knowledge concerning the complaint.
 - b) Review the factual information gathered through the investigation to determine whether the alleged conduct constitutes harassment/discrimination/retaliation, giving consideration to all factual information, the totality of the circumstances, including the nature of the conduct, and the context in which the alleged incidents occurred.
 - c) Report a summary of the determination to appropriate persons, including the complainant, the accused, the supervisor and the manager of the department. If discipline is imposed, the level of discipline will not be communicated to the complainant.

Attachment B

- d) If conduct in violation of this Regulation occurred, take and/or recommend to the appropriate supervising authority prompt and effective remedial action. The action will be commensurate with the severity of the offense.
 - e) Take reasonable steps to protect the complainant from further harassment, discrimination or retaliation.
 - f) Take reasonable steps to protect the complainant from harassment/discrimination/retaliation as a result of communicating the complaint.
- 6.04 Employees have the option to report discrimination/harassment/retaliation to the following federal and/or state agencies. These administrative agencies offer legal remedies and a complaint process.
- a) Federal Transit Administration
201 Mission Street, Room 2210, San Francisco, CA 94105-1926
(415) 744-3133
 - b) The Office of the Secretary, U.S. Department of Transportation
1200 New Jersey Avenue SE, Washington, D.C. 20590
(202) 366-4000
 - c) U.S. Equal Employment Opportunity Commission
96 N. Third Street, Suite 200, San Jose, CA 95112
1-800-669-4000
* (Complaint generally required to be filed within 180 days of the incident); and
 - d) California Department of Fair Employment and Housing, San Jose District Office
2570 North First Street, Suite 480, San Jose, CA 95131
(408) 325-0344
* (Complaint generally required to be filed within 1 year of the date of the incident).
- 6.05 Every possible effort will be made to assure the confidentiality of complaints made under this Regulation. Complete confidentiality cannot occur, however, due to the need to fully investigate and the duty to take effective remedial action. As a result, confidentiality will be maintained to the extent possible. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, both during and after the completion of the investigation, except as otherwise directed by a supervisor, the Human Resources Manager or METRO's District Counsel. Any individual who discusses the content of an investigatory interview will be subject to discipline or other appropriate action. METRO will not disclose a completed investigation report except, as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings or to comply with the law or court order.

VII. TRAINING

- 7.01 In accordance with California law, all Supervisors/Managers will receive sexual harassment training from METRO's District Counsel or designee who shall provide the

Attachment B

Regulation
Page 9 of 10

required training and education regarding discrimination/harassment/retaliation and subsequent training every two years thereafter.

- 7.02 All new supervisory employees shall within six months of their assumption of a supervisory position receive the training set forth in Section 7.01.
- 7.03 METRO designates the odd years commencing with 2007 as training years for purposes of the training described in Section 7.01.
- 7.04 All METRO employees shall be provided with discrimination/harassment/retaliation training due at the new hire orientation by the Human Resources Department.

Attachment B

Attachment A

EMPLOYEE COMPLAINT FORM

***Refer to Section 6.02(b). (Once completed, provide to the Human Resources Dept.)**

Please use this form to describe any workplace problem that you want management to investigate and resolve. Management will use the information you provide to conduct an investigation into your concerns and attempt to resolve them. Information about the complaint may be disclosed to others to the extent necessary to complete the investigation.

No adverse action will be taken against you for making a complaint, provided that the complaint is made in good faith.

Please be as complete and accurate as you can in describing the problem: (Please use additional sheets if necessary)

1. Date(s) of the event or problem: _____

2. Time(s) of the event or problem: _____

3. Location(s) of the event or problem: _____

4. Description of the event or problem (continue on the reverse side of this form or on a separate sheet of paper, if necessary): _____

5. Witnesses to the event or problem, including employees and other persons:

I verify that the above information is true and correct to the best of my knowledge.

Employee Signature: _____ Date: _____

Employee Name (printed): _____

For Office Use Only

Complaint Received By: _____

Date: _____

Attachment B
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Regulation Number: AR-3018

Computer Title: RsAccmd

Effective Date: February 25, 2013

Pages: 21

TITLE: REASONABLE ACCOMMODATION PROCESS AND PROCEDURES FOR METRO EMPLOYEES AND APPLICANTS

Procedure History

NEW POLICY
February 25, 2013

SUMMARY OF POLICY
New Policy

APPROVED



I. POLICY

- 1.01 The Santa Cruz Metropolitan Transit District (METRO) prohibits discrimination against a qualified individual with a disability in all aspects of employment, including recruitment, selection, assignment, transfer, promotion, discharge, compensation, benefits, and training. The duty to make reasonable accommodations is an essential component of the duty not to discriminate. It is founded on a recognition that mere equal treatment may have unequal results—because many (but not all) persons with disabilities need reasonable accommodations to receive equal opportunities.
- 1.02 METRO has implemented this Reasonable Accommodation Process and Procedures for METRO employees and job applicants in order to meet its obligations under Section 504 of the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act (ADA) of 1990, the California Fair Employment and Housing Act (FEHA), and any other applicable State or Federal legislation. It is METRO’s intent to comply with federal and state laws.
- 1.03 This policy will assist METRO in processing requests for reasonable accommodation in a prompt, fair and efficient manner, while informing METRO employees and job applicants about their rights and responsibilities pursuant to the applicable federal and state laws and regulations.
- 1.04 METRO’s determination to provide a reasonable accommodation to a qualified individual with a disability, a qualified individual with a medical condition as defined by this regulation, and/or a qualified individual who is a member of a protected class and is entitled by virtue of that class to a reasonable accommodation will be made on a case-by-case basis.

II. APPLICABILITY

- 2.01 This Policy applies to all METRO employees and METRO job applicants.

III. DEFINITIONS

- 3.01 **“Essential Functions”** means the fundamental job duties of the employment position the individual with a disability holds or desires. “Essential Functions” does not include the marginal functions of the position. A function is considered essential if: (1) the position exists to perform that function; (2) there are a limited number of employees available to whom the job function can be distributed; or (3) the function is highly specialized.
- 3.02 **“Impairment”** means a disability that limits or restricts a major life activity such as hearing, seeing, speaking, breathing, performing manual tasks, walking, and caring for oneself, learning or working.
- 3.03 **“Individual with a Disability”** means an individual who has a physical or mental impairment that makes performance of one or more major life activities difficult; a person with a record of such impairment; or a person who is regarded as having such impairment.
- 3.04 **“Interactive Process”** means consulting with a qualified individual with a disability (see Section 3.08) to ascertain the precise job-related limitations and how these limitations could be overcome with a reasonable accommodation; and identifying potential accommodations and assessing their effectiveness.
- 3.05 **“Medical Condition”** means any health impairment related to or associated with a diagnosis of cancer or a record or history of cancer, or a genetic characteristic.
- 3.06 **“Mental Disability”** means having a mental or psychological disorder or condition, such as mental retardation, organic brain syndrome, emotional or mental illness, or specific learning disabilities that limit major life activities. “Mental Disability” does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs.
- 3.07 **“Physical Disability”** means having any physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss that affects one or more of several body systems and limits a major life activity. The body systems affected include the neurological, immunological, musculoskeletal, special sense organs, respiratory, including speech organs, cardiovascular, reproductive, digestive, genitourinary, hemic and lymphatic, skin and endocrine systems. A physiological disease, disorder, condition, cosmetic disfigurement, or anatomical loss limits a major life activity such as working, if it makes the achievement of the major life activity difficult. “Physical Disability” does not include sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or

Attachment B

psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs.

- 3.08 **“Qualified Individual with a Disability”** means an individual with a disability who (1) satisfies the requisite skill, experience, education, and other job-related requirements of the position, and (2) can perform the essential functions of the position that such individual holds or desires with or without a reasonable accommodation.
- 3.09 **“Reasonable Accommodation”** is any change or adjustments to a job or work environment that enables a qualified applicant or employee with a disability to participate in the job application process, to perform the essential functions of a job, or to enjoy benefits and privileges of employment equal to those enjoyed by employees without disabilities.
- 3.10 **“Undue Hardship”** means that a specific accommodation would require significant difficulty or expense. Factors to be considered in determining whether an accommodation would cause undue hardship include:
- a) Nature and cost of the accommodation needed;
 - b) Overall financial resources of METRO in the provision of the reasonable accommodation, the number of persons employed at the facility, and the effect on expenses and resources or the impact otherwise of such accommodation upon the operation of METRO business;
 - c) Overall financial resources of METRO, the overall size of the business with respect to the number of employees, and the number, type, and locations of its facilities;
 - d) The type of operations, including the composition, structure, and functions of the workforce of the employer; and
 - e) The geographic separateness, administrative or fiscal relationship of the facility or facilities.
- 3.11 **“Working Days”** any day the Santa Cruz METRO Administrative offices are open for business.

IV. STANDARDS

- 4.01 METRO will make reasonable accommodations to the known physical and mental limitations of otherwise qualified applicants or employees with disabilities, unless METRO can demonstrate that the accommodation would cause an undue hardship.
- 4.02 METRO provides reasonable accommodations in the following employment areas: (1) to insure equal opportunity in the application process; (2) to enable a qualified individual with a disability to perform the essential functions of a job; and (3) to enable an employee with a disability to enjoy equal benefits and privileges of employment.

Attachment B

- 4.03 METRO may ask an employee/job applicant who requests an accommodation to provide reasonable documentation about his/her disability and functional limitations from an appropriate professional (i.e., a licensed doctor, social worker, or rehabilitation counselor). METRO is entitled to know that an employee/job applicant has a covered disability that requires a reasonable accommodation. METRO may request supplemental documentation when the information already submitted is insufficient to document the disability and/or the functional limitations it causes. Failure to provide necessary documentation where it has been properly requested could result in a denial of reasonable accommodation. METRO may choose to have the medical information received reviewed by a medical expert chosen by METRO, at METRO's expense.
- 4.04 METRO may request information or documentation from an individual requesting a reasonable accommodation regarding the following:
- 1) The nature, severity, and duration of the individual's impairment;
 - 2) The activity or activities that the impairment limits;
 - 3) The extent to which the impairment limits the individual's ability to perform the activity or activities; and/or
 - 4) Why the individual requires reasonable accommodation or the particular reasonable accommodation requested, as well as how the reasonable accommodation will assist the individual to apply for a job, perform the essential functions of the job, or enjoy a benefit of the workplace.
- 4.05 METRO will not provide an accommodation for individuals with sexual behavior disorders, compulsive gambling, kleptomania, pyromania, or psychoactive substance use disorders resulting from the current unlawful use of controlled substances or other drugs, as these are specifically excluded and are not protected physical or mental disabilities under the ADA or FEHA.
- 4.06 A reasonable accommodation must be an effective accommodation. However, METRO is not obligated to choose the best accommodation or the accommodation the employee seeks i.e. the employee is not entitled to the accommodation that he/she deems ideal. If there are two reasonable accommodations available, one of which is more costly or burdensome than the other, METRO may choose the less costly or less burdensome accommodation so long as it is effective.
- 4.07 METRO may select the reasonable accommodation that is easiest to provide from among two or more accommodations, which are effective. When more than one reasonable accommodation is effective, and both are similar as they relate to cost and burden on METRO, then the "preference" of the individual with a disability will be given primary consideration.
- 4.08 When possible and not an undue hardship, METRO has to reduce only those barriers related to the person's disability for him/her to be able to participate in the employment

Attachment B

application process, perform the essential functions of the job, or to enjoy a benefit of the workplace. METRO does not have to provide other adjustments simply because the individual prefers them. METRO does not have to provide an accommodation that is primarily for personal use. For example, METRO is not required to provide a guide dog, wheelchairs, glasses or hearing aids.

- 4.09 The duty to provide a Reasonable Accommodation is ongoing and may arise or change whenever there is a change in a person's job duties or disability. Reasonable Accommodation should be considered a process, rather than an event. METRO encourages those who have been granted a reasonable accommodation to maintain an ongoing dialog with the HR Manager or his/her designee regarding the disability and his/her ongoing need for a reasonable accommodation.
- 4.10 METRO will maintain all Reasonable Accommodation documentation, medical examinations and information from inquiries about a disability in a confidential manner, as required or permitted by law.
- 4.11 METRO will not release or disclose any information in files, except in accordance with State and Federal laws. METRO may disclose information in files to supervisors and managers who need to be aware of necessary restrictions on the work or duties of the employee and about the necessary accommodations that the employee requires.

V. REASONABLE ACCOMMODATION PROCESS

- 5.01 The reasonable accommodation process is a 'good faith interactive process' in which the Human Resources (HR Manager) or his/her designee and the qualified individual with a disability discuss and arrange (if possible) for the necessary and reasonable accommodations that the qualified employee/job applicant may require in order to be able to perform the essential functions of the job, or in order to participate in the employment application process. The purpose of the interactive process is to bring the two parties together to speak freely and to determine whether a reasonable, mutually satisfactory accommodation is possible to meet their respective needs. Generally, the affected Manager or Supervisor participates in the meetings in order to more fully explore the essential functions of the job. An employee may choose to bring a representative (i.e., union representative, family member, or attorney) to the reasonable accommodation meetings.
- 5.02 METRO utilizes a 6-step process for determining reasonable accommodation as follows:

STEP 1: IDENTIFICATION/VERIFICATION OF DISABILITY

The employee or job applicant identifies his/her disability as a covered disability under Federal and/or State law, and requests a reasonable accommodation in order to perform his/her position and/or participate in the employment application process (see attached *Reasonable Accommodation Request Form*). *Medical verification of disability is usually required.

STEP 2: DETERMINE ESSENTIAL FUNCTIONS OF POSITION

The HR Manager or his/her designee, and the employee together analyze the particular job involved, determine its purpose and identify and distinguish between essential and nonessential or marginal job tasks. A job analysis may be helpful in this process. The HR Manager or his/her designee and the job applicant analyze the application process.

STEP 3: DETERMINE HOW THE DISABILITY LIMITS THE INDIVIDUAL'S ABILITY TO PERFORM THE ESSENTIAL FUNCTIONS

The HR Manager or his/her designee, together with the employee/job applicant will determine how the individual's disability limits his/her performance of the essential functions required for the position and/or his/her participation in the employment application process. This interactive process allows METRO to learn the nature and type of disability and to fully understand the specific abilities and limitations of the individual. It is the employee's and/or applicant's responsibility to understand his/her own physical and/or mental condition well enough to present METRO at the earliest opportunity with a concise list of restrictions, which must be met to accommodate the employee.

The ADA requires a highly fact specific analysis whether a particular employee/ applicant with a disability can perform the essential functions required for the position with or without a reasonable accommodation.

STEP 4: IDENTIFY POSSIBLE REASONABLE ACCOMMODATIONS

A reasonable accommodation is one that effectively enables an individual with a disability to perform the essential functions of the job or participate in the employment application process. METRO's HR Manager or his/her designee, and the employee/job applicant will identify possible reasonable accommodations. METRO will assess the reasonableness of each accommodation identified. What are the degrees of effectiveness for the disabled individual and of hardship imposed on METRO? If the qualified individual with a disability refuses a necessary reasonable accommodation, the individual may be considered not qualified for that position. If METRO determines that no other reasonable accommodation will permit the employee with a disability to perform the essential functions of his/her position, reassignment to a vacant position will be considered as a reasonable accommodation.

STEP 5: SELECT AND IMPLEMENT AN ACCOMMODATION THAT IS REASONABLE, EFFECTIVE, AND WILL NOT CREATE AN UNDUE HARDSHIP ON METRO

In conjunction with the affected Manager, METRO's HR Manager will select and implement the reasonable accommodation and will continue to monitor the effectiveness of the reasonable accommodation and determine if a re-evaluation of the reasonable accommodation is necessary due to changes in the employee's condition or workplace factors.

STEP 6: ASSESS THE EFFECTIVENESS OF THE SELECTED ACCOMMODATION

METRO's reasonable accommodation process is an interactive process in which the employee must also continue to engage to advise METRO regarding the effectiveness of the accommodation provided, identify possible alternatives, or additional accommodations, as necessary.

- 5.03 Once a reasonable accommodation has been approved for an individual employee with a disability, the employee may obtain the accommodation by notice to his/her Manager/ Supervisor or to the HR Manager without submitting an additional written request for the same accommodation.

VI. TYPES OF REASONABLE ACCOMMODATION

- 6.01 Examples of reasonable accommodations include, but are not limited to:

- 1) Making existing facilities accessible to and usable by individuals with disabilities;
- 2) Restructuring the job;
- 3) Modifying the work schedule;
- 4) Acquiring or modifying equipment or devices;
- 5) Installing new equipment or devices;
- 6) Providing qualified readers or interpreters;
- 7) Appropriate modification of the application and examination procedures and training materials;
- 8) Reassignment to a vacant position for which the employee is qualified; or
- 9) Authorizing a Leave of Absence.

- 6.02 Accommodations that would *not be considered reasonable accommodations* in accordance with this policy include:

- 1) Eliminating a primary job responsibility;
- 2) Lowering productivity standards that are applied to all employees;
- 3) Excusing a violation of a uniformly applied conduct rule that is job-related and consistent with business necessity.

Attachment B

- 6.03 METRO will consider reassignment as a reasonable accommodation, if METRO determines that no other reasonable accommodation will permit the employee with a disability to perform the essential functions of his/her position.
- 6.04 Reassignment will be made only to vacant positions and to METRO employees who are qualified for the new position. If the employee is qualified for the position, he/she may be reassigned to the job and will not have to compete for it. METRO will consider not only those contemporaneously available positions but also those that will become available within a reasonable period. Reassignment may be to a lower position at lower pay if nothing comparable is available. An employee's requested accommodation will ordinarily be considered unreasonable if METRO can show that the accommodation conflicts with its seniority rules.
- 6.05 If METRO finds that a particular accommodation would cause an undue hardship on METRO, then the HR Manager and the individual with a disability will try to identify another accommodation that will not pose such a hardship upon METRO.
- 6.06 If cost causes the undue hardship, METRO will consider whether funding for an accommodation is available from an outside source, such as a vocational rehabilitation agency, and if the cost of providing the accommodation can be offset by State or Federal tax credits or deductions.
- 6.07 METRO will also provide the applicant or employee with a disability the opportunity to provide the accommodation or pay for the portion of the accommodation that constitutes an undue hardship.
- 6.08 The Job Accommodation Network (JAN) is a free, confidential information and consulting service from the U.S. Department of Labor's Office of Disability Employment Policy that provides individualized solutions for accommodating employees and applicants with disabilities. JAN's website lists numerous ideas for reasonably accommodating a wide variety of physical and mental disabilities. METRO staff and the affected employee are encouraged to utilize this website.

VII. PROCEDURES FOR REQUESTING AN ACCOMMODATION

- 7.01 An individual with a disability, his/her family member, his/her representative, an employee's supervisor, or an employee's Manager may initiate requests for reasonable accommodation. Reasonable accommodation requests may be made orally or in writing to an employee's Supervisor, Manager, the Human Resources Department, the Assistant General Manager or the General Manager. Upon receipt of a reasonable accommodation request, the recipient shall immediately report the matter to the HR Manager or his/her designee.
- 7.02 Usually, the person needing an accommodation must request one. However, if a METRO Manager/Supervisor knows that an employee has a disability that prevents performance of current job duties, he/she has an affirmative duty to report the situation to the HR

Attachment B

Manager or his/her designee so that the Reasonable Accommodation Process can be explored.

- 7.03 METRO will determine whether to grant or deny an employee's request for accommodation as soon as practicable, but no later than 15 working days (absent extenuating circumstances) from the date METRO receives all information necessary to make the determination.
- 7.04 *A Reasonable Accommodation Request Form (Attachment A)* may be completed and returned to the HR Manager. If an employee requires assistance to complete the *Reasonable Accommodation Request Form*, please contact the Human Resources Department for assistance. Thereafter, the Reasonable Accommodation Process will be followed. The HR Manager may use *Attachment B* to assist with the interactive process.
- 7.05 All denials for a reasonable accommodation will be in writing and will specify the reasons for the denial in plain language with as much specificity as possible and shall identify the employee who made the decision. If a reasonable accommodation is denied due to undue hardship, METRO will explain how the requested accommodation creates an undue hardship.
- 7.06 Where METRO has denied a specific requested reasonable accommodation but offered to make a different one in its place, the notification shall explain both the reason for the denial of the requested accommodation and the reasons that it believes that the chosen accommodation will be effective.
- 7.07 Any METRO denial must notify the individual that he/she has a right to file a complaint with the Equal Employment Opportunity Commission and the Fair Employment and Housing Commission. METRO will also include its own complaint appeals process.

VIII. APPEAL OF METRO'S REASONABLE ACCOMMODATION DECISION

- 8.01 Any METRO employee or job applicant, who has requested a reasonable accommodation and believes that he/she has been wrongly denied an accommodation, may appeal METRO's reasonable accommodation decision by filing a formal complaint with METRO within 10 working days of receiving the final Reasonable Accommodation determination. Attached is an *Appeal Form for Reasonable Accommodation (Attachment C)* that may be used when filing an appeal with METRO.
- 8.02 The METRO employee or job applicant shall include his/her name, a brief description of the disability/limitation, the job function that cannot be performed, the requested accommodation, and the reasons that the individual feels that the accommodation should be reconsidered. The employee or job applicant shall sign and date the document to attest to the accuracy of the information. The complaint should be directed to any of the following individuals who are required to keep the information confidential:

Attachment B

1. Santa Cruz METRO
110 Vernon Street
Santa Cruz, CA 95060
Attn: General Manager
(831) 426-6080 phone (TDD 711 (TTY/Voice))
(831) 426-6117 fax
lwhite@scmttd.com

2. Santa Cruz METRO
110 Vernon Street
Santa Cruz, CA 95060
Attn: Human Resources Manager
(831) 426-6080 phone
(831) 426-6117 fax

- 8.03 If an individual is unable to submit a written appeal, because of a disability, he/she may contact Santa Cruz Metro's Claims Investigator at (831) 426-6080 extension 1603, who will tape record the conversation with the individual's knowledge and consent. The individual making the appeal must identify himself/herself (for verification purposes only) and provide all other necessary information in order for the appeal to be processed. The appeal will be mailed to the individual for verification and signature (if possible). The appeal will not be processed until the appeal is received back by Santa Cruz Metro, signed by the individual or, if unable because of a disability to sign the form, by the representative, as verification of its accuracy. Santa Cruz METRO encourages employees to file their appeal as soon as possible, but no later than 180 days from the date of the reasonable accommodation or denial.
- 8.04 If the appeal for a reasonable accommodation request is received by anyone besides the General Manager, the individual in receipt of the appeal shall forward it to the General Manager or his/her designee within 2 working days of receipt. The General Manager or his/her designee shall immediately provide a copy to the HR Manager and the Santa Cruz METRO Manager who supervises the employee, or interviewed the job applicant.
- 8.05 The General Manager shall promptly review the appeal and investigate the employee or job applicant's requested accommodation. The General Manager will review the original *Reasonable Accommodation Request Form (Attachment A)*, all medical documentation, the completed *Reasonable Accommodation Worksheet (Attachment B)*, and any other relevant documentation provided by the employee/applicant. The General Manager may cause interviews of persons' having relevant information to be conducted in order to obtain any other necessary information. Thereafter, the General Manager shall prepare a written response within 10 working days of his/her receipt of the appeal. The General Manager may consult with the appropriate Santa Cruz METRO Manager in preparation of his/her response to the employee or job applicant's appeal.

Attachment B

- 8.06 If the employee/job applicant is not satisfied with the findings and/or action of the General Manager or his/her designee, then the employee/job applicant may file his/her complaint together with any other supporting documentation within 5 working days of his/her receipt of the results of the General Manager's investigation, with the Chair of the Board of Directors by providing it to the Administrative Services Coordinator, 110 Vernon Street, Santa Cruz, CA 95060. The Chair of the Board of Directors, upon review of the requested accommodation, shall take appropriate action, as necessary. The employee/job applicant shall be notified of what actions, if any, will be taken as a result of the review by the Chair within 10 working days of the Chair's notification that the employee/job applicant is not satisfied with the results of the General Manager's investigation.
- 8.07 The timelines applicable to this procedure may be waived by the General Manager if he/she finds that there is good cause for a waiver.
- 8.08 METRO shall retain documents arising out of the grievance procedure for at least three (3) years and the General Manager or his/her designee shall maintain relevant information in a database in a confidential manner.
- 8.09 Any METRO employee or job applicant who feels that his/her request, or appeal for a reasonable accommodation was not handled in a fair and efficient manner may file a charge with the appropriate state or federal agency as listed in Section 10 of this regulation.

IX. DISCRIMINATION IN EMPLOYMENT

- 9.01 A METRO employee who believes that he/she has not been treated in accordance with this policy or any applicable law relating to accommodating an individual with a disability should immediately contact his/her Manager, the HR Manager, the Assistant General Manager or the General Manager.
- 9.02 A METRO employee, who believes that he/she has been discriminated against based on his/her disability, including not being provided with an effective reasonable accommodation policy, can file a charge with the U.S. Equal Employment Opportunity Commission (EEOC). The EEOC is responsible for the provisions of the ADA, which prohibit discrimination in employment. Complaints are generally required to be filed within 180 days of the alleged incident. The EEOC will then "dual file" the charge with the Department of Fair Employment and Housing (DFEH).

X. REASONABLE ACCOMMODATION RESOURCES

- 10.01 **U.S. Equal Employment Opportunity Commission (EEOC)** has many free documents on the provisions of the ADA and the reasonable accommodation process. The local EEOC office is located at: 96 N. Third Street, Suite 250, San Jose, CA 95112.

Attachment B

You can contact the EEOC office to seek information or to file a charge at:

1-800-669-4000 (Voice) 1-800-669-6820 (TTY)

or go to their website <http://www.eeoc.gov>

10.02 **Department of Fair Employment and Housing (DFEH)** forbids employment discrimination against an individual because of his/her disability. The DFEH handles complaints for alleged violations of the Fair Employment and Housing Act. There are three options available to file your complaint. You can:

1. Use the Department's online system to file immediately www.dfeh.ca.gov, if you have a visual impairment, please call (800) 884-1684; or
2. Call the communication Center at (800) 884-1684; or
3. Request the appropriate complaint form to print and mail. Allow additional time for mail and processing.

You can contact the DFEH to seek information or to file a charge at:

800-884-1684 (Voice) 800-700-2320 (TTY)

10.03 **Job Accommodation Network (JAN)** can provide free information about many types of reasonable accommodation.

You can contact JAN at:

1-800-526-7234 (Voice) 1-877-781-9403 (TTY)

or go to their website <http://askjan.org/>

10.04 **Registry of Interpreters for the Deaf** offers information on locating and using interpreters and translation services.

For further information, contact:

(703) 838-0030 (Voice) (703) 838-0459 (TTY)

Hours: (Mon-Fri) 9:00 am to 5:00 pm EST

or by email: info@rid.org

10.05 **Rehabilitation Engineering and Assistive Technology Society of North America (RESNA)** can refer individuals to projects in all 50 states. Contact RESNA at:

(703) 524-6686 (Voice) (703) 524-6630 (Fax)

Hours: (Mon-Fri) 9:00 am to 5:00 pm EST

or go to their website <http://www.resna.org/>

XI. ADMINISTRATION OF REGULATION

11.01 In accordance with this policy and direction from the Human Resources designee, each METRO Department Manager is responsible to administer within his/her department the Reasonable Accommodation Process and Procedures.

Attachment B

- 11.02 The HR Manager will process and/or oversee all requests for accommodation from METRO employees and applicants, in accordance with this policy.
- 11.03 The HR Manager will ensure that METRO's systems of record keeping track the processing of requests for reasonable accommodation and maintain the confidentiality of medical information received in accordance with applicable law and regulations. Any confidential medical records shall be segregated from personnel files and kept separately.
- 11.04 The HR Manager must be able to identify the following information:
- a) the number and types of reasonable accommodations that have been requested in the application process and whether those requests have been granted or denied;
 - b) the jobs for which reasonable accommodations have been requested;
 - c) the types of reasonable accommodations that have been requested for each of those jobs;
 - d) the number and types of reasonable accommodations for each job, that have been approved, and the number and types that have been denied;
 - e) the number and types of requests for reasonable accommodations that relate to the benefits or privileges of employment, and whether those requests have been granted or denied;
 - f) the reasons for denial of requests for reasonable accommodation;
 - g) the amount of time taken to process each request for reasonable accommodation; and
 - h) the sources of technical assistance that have been consulted in trying to identify possible reasonable accommodations.
- 11.05 METRO will integrate the Reasonable Accommodation Process and Procedures into its policies and procedures.

Attachment B
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT



Date Stamp:

Attachment A

REQUEST FOR REASONABLE ACCOMMODATION

*The Human Resources Manager can assist you in completing this form. Just Ask

A. Personal Information.

Employee Name:

Job Title:

Manager's Name:

Phone No. at which you would like to be contacted:

B. Questions to document the Disability.

What limitation/impairment is interfering with your ability to perform your job or access an employment benefit? *(Please explain)*

Is your condition progressive, stable or unpredictable? *(Please explain)*

What essential functions of your job are you unable to perform or having difficulty performing?
(Please explain)

Have you spoken about your needs to a Supervisor or Manager? Yes No

If yes, please describe the conversation.

C. Questions to document the reason for the requested accommodation.

What, if any job functions/tasks are you having difficulty performing? *(Please explain)*

What, if any, employment benefits are you having difficulty accessing? *(Please explain)*

D. Questions to clarify accommodation requested.

What specific accommodation are you requesting? *(Please explain)*

If you are requesting a *specific accommodation*, how will that accommodation assist you?
(Please explain)

If you are not sure what accommodation is needed, do you have any suggestions about possible accommodations we can explore? Yes No

If yes, please explain.

Attachment B

Is your accommodation request time sensitive? Yes No
If yes, please explain.

Have you had any accommodation in the past for this same limitation?
 Yes No
If yes, what were the accommodations, and how effective were they?

E. Other.

Please provide any additional information that might be useful in processing your accommodation request:

Signature of Employee

Date

***When complete, please return this form to the Human Resources Manager by interoffice mail, or U.S. Mail.**

Cc: Legal Dept

Attachment B
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
Attachment B

REASONABLE ACCOMMODATION WORKSHEET

EMPLOYEE NAME: _____

DATE: _____

Good Faith Interactive Process: You have requested an accommodation in connection with your work based on a physical or mental impairment. METRO believes the best way to determine if a reasonable accommodation exists is to engage in a good faith interactive process in the hope that an effective accommodation will be identified. Options may include, but are not limited to: a modified work schedule; a leave of absence; reassignment; modified equipment; assistive devices; modification of existing facilities and restructuring of the job. This process cannot guarantee that an effective accommodation will be identified. However, by your participation in this process, we can be assured that all alternatives have been fairly considered.

The process involves six steps:

- STEP 1:** Identification/Verification of the Disability.
- STEP 2:** Determine Essential Functions of Position.
- STEP 3:** Determine how Disability Limits the Individual's Ability to Perform the Essential Functions.
- STEP 4:** Identify Possible Reasonable Accommodations.
- STEP 5:** Select and Implement an Accommodation that is Reasonable, Effective, and will not create an undue hardship on METRO.
- STEP 6:** Assess the Effectiveness of the Selected Accommodation.

Below is a worksheet that will focus on each of these Steps. The information collected will assist us in identifying a reasonable accommodation for you. METRO thanks you for your cooperation.

STEP 1 – Identification/Verification of Disability

A. What is the disability/impairment? _____

B. Attach Health Care Provider Certificate that verifies disability.

STEP 2 – Determine Essential Functions of Position

- A. Attach Job Analyses/Job Description.
- B. List additional job functions that should be included or excluded:
 1. _____
 2. _____
 3. _____
 4. _____

C. Does this accurately describe the functions of your job? Yes No

STEP 3 – Determine How Disability Limits the Individual’s Ability to Perform the Essential Functions

A. Identify what job functions you are currently unable to perform.

1. _____
2. _____
3. _____
4. _____

B. Identify any barriers to job performance.

1. _____
2. _____
3. _____
4. _____

C. Attach Health Care Provider Certificate that verifies these limitations. The employee is responsible for providing medical documentation to assist in understanding the nature of the employee’s functional limitations. *When necessary, METRO may require that the employee be examined by a METRO appointed healthcare provider at METRO’s expense.

STEP 4 – Identify Possible Reasonable Accommodations

A. What suggestions do you have that will accommodate your limitations so you can perform the essential functions of the job? _____

B. What suggestions does METRO have that will accommodate you limitations so you can perform the essential functions of the job? _____

C. Additional ideas and suggestions to be considered. _____

D. Outside resources consulted. _____

STEP 5 – Select and Implement an Accommodation that is Reasonable, Effective and will not create an undue hardship on METRO
--

A. The accommodations identified above are either effective or ineffective because: _____

B. The accommodations selected are as follows:

1. _____
2. _____
3. _____
4. _____

C. The accommodations proposed are not acceptable for the following reasons. _____

Manager's Signature

Date

Employee's Signature

Date

STEP 6 – Assess the Effectiveness of the Selected Accommodation

A. Within 2-3 weeks, the Manager and the employee meet and determine the actual effectiveness of the accommodation as follows: _____

B. The implemented accommodation is effective? Yes No

C. If the implemented accommodation is not effective, then obtain a new **Reasonable Accommodation Worksheet** and go through the Six Steps in the Reasonable Accommodation process.

Manager's Signature

Date

Employee's Signature

Date

Attachment C

APPEAL FORM FOR REASONABLE ACCOMMODATION

EMPLOYEE NAME: _____ DATE: _____

JOB TITLE: _____ TELEPHONE: _____

1. Please provide a brief description of your disability/limitation and the requested accommodation and the reasons you feel that the accommodation should be reconsidered by METRO. _____

2. What job functions/tasks are you having difficulty performing?

a. _____

b. _____

c. _____

3. Have you had any accommodation in the past for this same disability/impairment?

Yes No If yes, please describe the accommodation that was previously provided:

4. Is there any additional information that might be useful in processing this appeal for a reasonable accommodation? Anything further that METRO should be aware of prior to reviewing your appeal?

Employee's Signature

Date

***Please attach all relevant documentation.**

Attachment B
BEFORE THE BOARD OF DIRECTORS OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Resolution No. 87-7-9

On the Motion of Director: Rotkin

Duly Seconded by Director: McNeil

The Following Resolution is Adopted:

A RESOLUTION OF THE
SANTA CRUZ METROPOLITAN TRANSIT DISTRICT
REVISING PERSONNEL RULES AND REGULATIONS OF THE SANTA CRUZ
METROPOLITAN TRANSIT DISTRICT

WHEREAS, it is beneficial to the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, herein after referred to as the "DISTRICT," to maintain a personnel system to facilitate efficient and economical service to the public and to provide for a fair and equitable system of personnel management; and

WHEREAS, in 1976, the DISTRICT Board adopted Resolution, 76-1-2, establishing a Personnel System; and

WHEREAS, Resolution 76-1-2 was amended on 9-19-80 and 7-15-83, and whereas it is necessary to adopt a Resolution revising the personnel system and implementing rules and regulations to insure just and similar treatment for those who compete for original employment and promotion, and to define rights, obligations, privileges, benefits and prohibitions relating to employees in the service of the DISTRICT.

NOW, THEREFORE, BE IT RESOLVED, that the Personnel Rules and Regulations set forth in this resolution supersede Resolution 76-1-2 and amended versions thereof and are hereby adopted by the DISTRICT Board of Directors.

SECTION 1: DEFINITIONS

For the purpose of these Rules and Regulations, certain words and phrases shall be construed as herein set forth:

1. **APPLICANT** - A person who has made application for a vacancy in the Classified Personnel List or for examination for anticipated vacancy.
2. **APPOINTING AUTHORITY** - The group or person having the lawful power to make appointments and to remove persons from District positions.
3. **CHARGEABLE ACCIDENT** - An accident which is determined by the District to be the fault of the employee.

Attachment B

4. **CLASSIFIED POSITIONS** - Those positions established and classified by the DISTRICT Board of Directors.
5. **DEMOTION** - A personnel action taken by the appointing authority to assign an employee to another classification with a lower salary range than the position to which the employee was previously assigned.
6. **DISCIPLINARY ACTION** - An action pursuant to Section 29 of these Personnel Rules and Regulations taken by the appointing authority or his/her delegated representative to reprimand in writing, suspend, demote or terminate an employee for any disciplinary cause pursuant to Section 30 of these Personnel Rules and Regulations.
7. **DISCIPLINARY CAUSE** - Any ground for disciplinary action set forth in Section 30 of these Personnel Rules and Regulations.
8. **DISCIPLINARY DEMOTION** - A disciplinary action demoting an employee for disciplinary cause. All other demotions shall be non-disciplinary and so noted in the employee's Personnel File.
9. **DISTRICT** - The Santa Cruz Metropolitan Transit DISTRICT.
10. **ELIGIBILITY LIST** - A list of applicants for a vacant position or anticipated vacant position who meet the requirements set forth in a position specification, have passed all required examinations, and have been certified by the appointing authority as qualified to be appointed to the position.
11. **EMPLOYEE** - A person filling a classified or unclassified, position with the DISTRICT.
12. **EMPLOYEE WORK STATION** - The District facility to which an employee regularly reports for work assignments.
13. **EVALUATION** - A compulsory, periodic performance review for each employee assigned to a classified position. An evaluation is intended to be a summary of the performance of the employee and to reflect the ongoing communication between the rating supervisor and the employee.
14. **EXEMPT EMPLOYEE** - An employee who is exempt from overtime and other benefits specified under provisions established by the Fair Labor Standards Act.

Attachment B

15. **INTERMITTENT APPOINTMENT** - A recurring appointment for a specified period of time to a classified or unclassified position. Said appointments shall be made from an Intermittent Employment Eligibility list.
16. **LAYOFF** - A reduction of the work force of the DISTRICT.
17. **NARCOTICS** - Narcotics shall include all drugs specified as narcotics in the California Uniform Controlled Substances Act, all drugs in the pharmacological classification of narcotics and all designer drugs or other substances determined to be illegal by California State law.
18. **NON-EXEMPT EMPLOYEES** - An employee who is entitled to overtime and other benefits specified under provisions established by the Fair Labor Standards Act.
19. **POSITION SPECIFICATION** - A job description for classified positions which includes examples of duties, qualifications, knowledge and abilities for said position.
20. **PROBATIONARY STATUS** - A status on which an employee is placed for a specified period of time immediately after appointment to a particular classified position. The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the employee's performance.
21. **PROMOTION** - A personnel action taken by the appointing authority to assign an employee to another classification with a higher salary range than the one previously occupied by the employee. Promotion may occur as a result of an open recruitment or a closed promotional recruitment.
22. **PROPERTY** - Any equipment, vehicles, tools, supplies, materials, real estate, facilities, or other tangible or intangible thing, owned, leased or possessed by the DISTRICT.
23. **PROVISIONAL APPOINTMENT** - An appointment made to a classified position for a specified period of time longer than six months and less than two years.
24. **RECLASSIFICATION** - A determination by the District that there has been a change of duties, responsibilities, authority and/or employment requirements in a position classification in accordance with Section 6 of these Personnel Rules and Regulations.
25. **RECRUITMENT** - A personnel action taken by the appointing authority to obtain applicants for vacant classified positions.

Attachment B

- A. Open Recruitment - Those job opportunities available to employees and the public.
 - B. Closed Promotional Recruitment - Those job opportunities available to present employees occupying classifications in the District as designated by the appointing authority.
-
- 26. **REGULAR EMPLOYEE** - An employee who has satisfactorily completed his/her probationary period in the classified position that he/she is occupying.
 - 27. **REINSTATEMENT** - The rehiring of an employee who was previously laid off because of the abolition of a position or work force reduction, into the position he/she held prior to layoff.
 - 28. **REPRIMAND** - A written notice issued for any minor disciplinary cause.
 - 29. **RESIGNATION** - The notification to the DISTRICT by an employee that he/she shall cease his/her employment with the DISTRICT.
 - 30. **SEPARATION** - The non-disciplinary departure of an employee from DISTRICT service.
 - 31. **SPECIAL EVALUATION STATUS** - Placement of an employee on a monthly evaluation schedule.
 - 32. **SUPERVISOR** - An employee who has supervisory duties listed in his/her job description and who is authorized by the appointing authority to direct and evaluate the work performance of one or more employees assigned to be supervised by him/her.
 - 33. **SUSPENSION** - A disciplinary action in which an employee is placed on a status wherein an employee is precluded from performing work activities for a specified period of time.
 - 34. **TEMPORARY APPOINTMENT** - Any appointment for a special or temporary purpose not to exceed six months. Temporary appointments may be made to classified positions, or unclassified positions.
 - 35. **TERMINATION** - The involuntary discharge of an employee from DISTRICT service for cause set forth in Section 30 of these Personnel Rules and Regulations or for failure to complete satisfactorily the probationary period.

Attachment B

36. **TRANSFER** - An action taken by the appointing authority to reassign an employee from one position to another position having substantially similar duties, responsibilities, qualifications and substantially the same salary range.
37. **UNCLASSIFIED POSITION** - A job position not existing in the DISTRICT'S established Classified Personnel List.
38. **WORK STANDARDS** - Written job performance requirements specified in an employee's job specification and in DISTRICT and/or Department rules, regulations and procedures, and/or in written instructions to the employee.

SECTION 2: AMENDMENTS

These Rules and Regulations may be amended by a majority vote of the DISTRICT Board of Directors at any regular or special meeting of said Board.

SECTION 3: APPOINTING AUTHORITY

The appointing authority shall be defined as follows: for the position of General Manager, the appointing authority shall be the DISTRICT Board of Directors. For all other positions the appointing authority shall be the General Manager of the DISTRICT or his/her designee as specified in writing by the General Manager.

SECTION 4: PERSONNEL COVERED

These Rules and Regulations shall be applicable to all employees of the DISTRICT. Employees shall be defined as all persons assigned to positions listed in the Classified Personnel List or occupying an unclassified position. The only limitation of the application of this section is outlined in Section 5.

SECTION 5: PERSONNEL RULES AND REGULATIONS APPLICABILITY

These Personnel Rules and Regulations are valid, in full force and govern the Personnel matters of the District. A conflict between a particular provision of these Personnel Rules and Regulations and any existing collective bargaining agreement shall not affect any other provision of these rules and regulations. Where a specific provision of these rules and regulations is in conflict with a provision of a collective bargaining agreement, the provision of the collective bargaining agreement shall prevail if so specified in the collective bargaining agreement.

SECTION 6: CLASSIFIED POSITIONS

The DISTRICT Board of Directors shall establish all employee classified positions. The General Manager shall make periodic studies of classifications, job specifications and/or compensation of

Attachment B

Resolution No. 87-7-9
Personnel Rules and Regulations
Page 6

all positions and shall submit for approval to the Board of Directors any changes which he/she deems desirable to better classify or describe positions. Changes shall be called reclassification.

SECTION 7: ALLOCATION OF POSITIONS AND SALARY

The DISTRICT Board of Directors shall establish the necessary position title and the salary range for each position contained within the Classified Personnel List.

SECTION 8: CLASSIFIED PERSONNEL LIST

A record to be known as the Classified Personnel List of the DISTRICT shall be kept in the office of the General Manager, and shall contain the name of every person employed in a classified position and receiving compensation from the DISTRICT. This list shall show respectively every officer or employee, the title of the position held, the salary or compensation as fixed by the Board of Directors, the date of appointment to such office or employment and the term thereof, if any, and the positions filled, suspensions, layoffs, transfers, promotions, demotions, reclassifications, separations, terminations and any classification actions.

SECTION 9: POSITION SPECIFICATIONS

A job specification for each position in the Classified Personnel List shall be prepared by the General Manager and adopted by the DISTRICT Board of Directors. Said specification shall include examples of duties, all qualifications, knowledge and abilities required for said position. The General Manager shall maintain a list which specifies all examinations, if any, (and including any medical examinations) which must be successfully completed as part of the selection process for the position.

SECTION 10: SALARY PLAN

The General Manager shall maintain a salary plan for all employees. Said salary plan shall be set for each specified group to which the employee belongs consistent with each compensation plan or collective bargaining agreement. The first step shall be the entry level salary except that unusually qualified individuals may be entered on Step 2 or higher upon written authorization from the General Manager. Employees shall advance to Step 2 upon satisfactory completion of the probationary period. In the event that an employee is entered at Step 2 or higher, said employee shall advance to the next highest step after satisfactory completion of the probationary period. Thereafter, employees shall be evaluated for advancement to the remaining steps upon satisfactory completion of 52 weeks of service on the previous step. Step increases shall be consistent with Section 27 of these Personnel Rules and Regulations.

Attachment B

Resolution No. 87-7-9
Personnel Rules and Regulations
Page 7

SECTION 11: OVERTIME AND COMPENSATORY TIME OFF

Non-exempt employees are entitled to overtime for authorized work in excess of 40 hours worked per week. Said overtime shall be compensated as additional salary based on 1 1/2 times the employee's regular hourly rate at which he/she is employed.

SECTION 12: NOTICE OF VACANCIES

All vacancies shall be publicly advertised by posting and also may be advertised by publication at the discretion of the District. If said advertising is done by posting, then the posting of the advertisement on the official bulletin boards of the DISTRICT shall be for not less than ten calendar days. If said advertising is done by publication, then the insertion of the same, one time in a newspaper of general circulation in the DISTRICT shall be sufficient. Said notice shall contain the job duties, qualifications and range of compensation for the position.

SECTION 13: APPLICATION FOR VACANCIES

Application forms for vacancies and anticipated vacancies shall be kept in the office of the General Manager, the Personnel Department and employee workstations. Application forms shall be readily available to all employees and interested members of the public.

SECTION 14: NOTICE OF ELIGIBILITY LIST EXAMINATIONS

Where deemed necessary, the General Manager may accept applications and set examinations for anticipated vacancies. Said examinations shall be noticed in the same manner as for vacancies described in Section 12.

SECTION 15: CERTIFICATION OF ELIGIBLE APPLICANTS

The General Manager, or his/her designee, shall review all applications for vacancies or anticipated vacancies in the Classified Personnel List and shall certify as eligible, all applicants who meet the requirements set forth in the position specification for the position and who have passed all required examinations.

Proof that an applicant has committed any act involving dishonesty, fraud or deceit with the intent to substantially benefit him/herself or another, or substantially injure another shall be sufficient cause for the General Manager to exclude the applicant from examination or employment. Fraudulent conduct or false statements by an applicant or examination shall be deemed cause for disqualification.

The DISTRICT shall make reasonable accommodation for handicapped individuals as appropriate for the position. An applicant may be excluded for physical disability or incapacity

Attachment B

Resolution No. 87-7-9
Personnel Rules and Regulations
Page 8

only if the DISTRICT cannot make reasonable accommodation to provide an adequate working environment for said applicant.

Eligible applicants shall be placed on a Certified Eligibility List. Said list of eligible applicants shall be submitted to the appointing authority for final selection and appointment.

Said Eligibility List shall be valid for six months following the date of examination. However, the General Manager may extend the period of time that the list is valid for up to six additional months when more than two names remain on the list at the time the list is due to expire. Appointments to vacancies in the Classified Personnel List shall be made from the Certified Eligibility List if one exists for the vacant position, except when the Certified Eligibility List shall consist of less than two names. In such case, the vacancy shall be noticed and a new list prepared.

SECTION 16: APPOINTMENT PROCEDURES

All vacancies in positions in the Classified Personnel List shall be filled by reinstatement, selection from a Certified Eligibility List, transfer, promotion, demotion or from eligible applicants. The DISTRICT shall hire the applicant who best meets the needs of the DISTRICT. The DISTRICT, to the extent practicable, shall encourage current employees to apply for all vacancies in the DISTRICT.

SECTION 17: APPOINTMENT

After interview and investigation by the appointing authority, or selection committee chosen by the appointing authority, the appointing authority shall make appointments from among the list of eligible applicants. Examinations, if required, shall be performed prior to review by the appointing authority. The General Manager or his/her designee shall notify the applicant of his/her appointment. If the applicant accepts the appointment and reports for duty at the prescribed time, he/she shall be deemed to be appointed; otherwise, he/she shall be deemed to have declined the appointment.

SECTION 18: ANNIVERSARY DATE

The date of an employee's first reporting for duty with the DISTRICT shall be the anniversary date and shall be used as the beginning date for the computation of benefits and DISTRICT seniority. The appointing authority may adjust an employee's anniversary date to avoid inequities.

SECTION 19: EMERGENCY APPOINTMENTS

To meet the immediate requirements of any emergency conditions such as natural disaster which threatens human life or property, or labor disputes which threaten the continuation of transit

Attachment B

Resolution No. 87-7-9
Personnel Rules and Regulations
Page 9

service by the DISTRICT, the General Manager may employ such persons as may be needed for the duration of the emergency without regard to adopted Personnel Rules and Regulations, or other rules affecting appointments. All such appointments must be reported to the DISTRICT Board of Directors as soon as possible and shall be limited to a thirty day prior from the start of said emergency or until the next DISTRICT Board meeting (whichever occurs first) unless otherwise approved by the DISTRICT Board of Directors.

SECTION 20: TEMPORARY APPOINTMENTS

The appointing authority may authorize temporary appointments for a special or temporary purpose.

Temporary appointments to classified positions shall receive the benefits defined in the collective bargaining agreement which applies to the position. Temporary appointments to unclassified positions shall not receive benefits except for those required by Federal, State and local laws.

SECTION 21: INTERMITTENT APPOINTMENTS

The appointing authority may authorize intermittent appointments. Said appointee shall maintain his/her status on an Intermittent Employment Eligibility List and be appointed from time to time on a temporary basis to fill a position. Intermittent appointments shall be consistent with Section 20 of these Personnel Rules and Regulations. The term of employment shall be specified at the time of appointment.

SECTION 22: PROVISIONAL APPOINTMENTS

Provisional appointments shall be made whenever programmatic requirements for the position dictate that the position be filled other than by a temporary appointment for a defined term longer than six months but not to exceed two years. The term of employment shall be specified at the time of appointment.

SECTION 23: TRANSFERS

The appointing authority may at any time transfer any employee under his/her jurisdiction from one position to another in the same classification or in another classification having substantially similar duties, responsibilities and qualifications, and substantially the same salary range.

SECTION 24: LAYOFFS

The Board of Directors shall have the right to reduce the work force and layoff employees due to lack of work.

Attachment B

Resolution No. 87-7-9
Personnel Rules and Regulations
Page 10

SECTION 25: PROMOTIONS

Whenever a classified personnel vacancy exists, unless such vacancy is filled by competitive application, reinstatement or transfer, it shall be filled by closed promotional recruitment. If filled by closed promotional recruitments, vacancies shall be filled by any employee holding a position with a lower salary range meeting the job qualifications and serving in a position designated by the appointing authority as appropriate for promotional purposes. Closed promotion shall be based on performance, effectiveness, conduct, seniority, needs of the department (including Affirmative Action Goals) and ability to perform properly the work of the higher position as determined through examination of employee's credentials, qualifications, and performance evaluations. Vacancies eligible to be filled by closed promotion shall be posted at all District offices, including the employee's normal workstation.

SECTION 26: PROBATIONARY PERIOD

All employees shall work in probationary status for 26 weeks following their anniversary date or until such other date as specified in the compensation plan or the executed collective bargaining agreement which applies to the position. During said period, employees may be terminated without notice or cause. Probationary employees shall otherwise accrue all other benefits specified in these Rules and Regulations for regular employees of the District. The probationary period may be extended in an amount of time equal to periods of absence, provided written notification has been given to the employee.

The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the employee's work and for rejecting any probationary employee whose performance does not meet the required work standards of the position.

SECTION 27: EVALUATIONS

Evaluations shall be completed as specified below.

Standardized rating forms shall be designed for all classifications in order to accurately measure the job performance of employees. The evaluation system shall be reviewed periodically by the Board of Directors or a designated subcommittee thereof.

Evaluations shall be recorded only on DISTRICT standardized rating forms by the supervisor of the employee. The purpose of the evaluation shall be to measure the quality and quantity of work performed, the conduct and work habits of the employee, and other factors having a bearing on his/her work performance, and shall establish performance goals and objectives for the next rating period.

Attachment B

The performance evaluation of all employees shall be completed in accordance with this section. The evaluation shall be part of the ongoing communication between the rater and the employee. Evaluations shall be consistent with all the provisions of this section and shall be conducted as follows:

1. Probationary Period: Employees shall be evaluated just prior to the mid point and near the end of their probationary period.
2. Annual Evaluation: All regular, non-probationary employees shall be evaluated at least annually prior to their anniversary date.
3. Special Evaluation: An employee may be placed on special evaluation status at any time when performance problems exist. Regular employees receiving an annual performance evaluation with an overall rating of unsatisfactory, or otherwise determined not to meet the standards of the job, shall be placed on a special monthly evaluation schedule for a specified period of time. Once the employee attains an overall performance rating of satisfactory, he/she shall be removed from special evaluation status. The maximum time period than an employee can remain on special evaluation status is six consecutive months. Employees who are unsuccessful in attaining an overall performance rating of satisfactory or better during the special evaluation period shall be subject to disciplinary action.

Special evaluations are in addition to, and do not replace the annual evaluation process.

Employees placed in special evaluation status shall be entitled to an administrative review of such action by the General Manager or his/her designee. Request for administrative review shall be submitted in writing to the General Manager within ten working days of placement of such status or any evaluation given thereunder.

Step increases, dependent upon satisfactory completion of the evaluation period, will be implemented only when the evaluation has an overall satisfactory or better performance rating.

SECTION 28: COMMENDATIONS AND COUNSELING

The purpose of a commendation shall be to recognize and encourage an employee's positive job performance. Employees may be commended orally or in writing. Written commendations shall be placed in the employee's Personnel File.

Attachment B

Resolution No. 87-7-9
Personnel Rules and Regulations
Page 12

The purpose of counseling shall be to inform and advise employees of ways to improve job performance.

Counseling of employees, including counseling for which written records are kept by the DISTRICT, shall not be considered disciplinary action. Written records of counseling may only be placed in the official Personnel File of the employee as part of a formal disciplinary action, or as documentation to an evaluation.

SECTION 29: ADMINISTRATION OF COUNSELING, EVALUATION AND DISCIPLINARY ACTION

The DISTRICT shall employ a system of counseling, evaluations and progressive discipline to advise employees of their strengths and weaknesses and to ensure employees are performing the work required of them.

This system shall include:

- A. Counseling and Evaluations:
 - 1. Counseling
 - 2. Periodic evaluations
 - 3. Placing an employee in special evaluation status

- B. Disciplinary Actions:
 - 1. Written reprimands
 - 2. Suspensions
 - 3. Demotions (non-voluntary)
 - 4. Terminations

These elements may be used together or independently to meet needs of the DISTRICT.

- 1. Disciplinary Actions
 - A. LETTER OF REPRIMAND

The appointing authority shall have the right to reprimand in writing an employee for any minor disciplinary cause as set forth in Section 30 of these Rules and Regulations. Such letters shall be filed in the employees Personnel File.

 - B. SUSPENSION

Attachment B

The appointing authority shall have the right to suspend an employee for a period of time appropriate for the cause of such action as set forth in Section 30. A suspension is a disciplinary action in which an employee is precluded from performing work activities for a specified period of time. A suspension may be with or without pay or benefits at the discretion of the appointing authority. While an employee is on suspension status, the appointing authority may order that said employee shall receive no salary; and in the case of an employee suspended for a period of thirty calendar days or longer, the appointing authority may order that the employee also shall receive no benefit coverage.

C. DEMOTION

The appointing authority may demote an employee. Said demotions may be disciplinary or non-disciplinary. A disciplinary demotion shall be one which occurs for disciplinary cause as set forth in Section 30. All other demotions shall be non-disciplinary, (e.g., voluntary or as the result of a reduction of force).

No employee shall be demoted to a classification for which he/she does not possess the minimum qualifications unless the District provides training for the employees. If the demotion is a disciplinary action, the employee shall have all procedural rights set forth in Sections 29 and 33 hereof.

D. TERMINATION

The appointing authority may terminate an employee for any single serious violation of District policy or for any cause, or combination of causes, identified in Section 30 of these Personnel Rules and Regulations.

2. Application of Disciplinary Action

Any employee may be subjected to disciplinary action for just and sufficient cause. Disciplinary action shall include being reprimanded in writing, being placed on suspension, being demoted and/or being terminated and/or any combination thereof.

Where the disciplinary action is for a suspension of more than five days, a demotion, or termination, the employee shall be given a written notice of the intent to take disciplinary action including notice of the proposed effective date of said disciplinary action, the reasons for said action, charges, copies of materials relied upon, and notice of opportunity to respond prior to the imposition of said

Attachment B

disciplinary action. The employee shall be given a written notice of action after the employee has been given the opportunity to respond. For a suspension of five days or fewer, the foregoing procedure shall apply except that the opportunity to respond need only be given within a reasonable time after the imposition of the disciplinary action.

Except as otherwise provided herein, discipline shall be administered as provided below:

- A. Written letters of reprimand may be issued for any minor disciplinary cause.
- B. An employee may be suspended, demoted or terminated for repeated minor disciplinary causes or for more major disciplinary causes for a period not exceeding six months.
- C. An employee may be suspended, demoted or terminated as a disciplinary action when job performance falls below satisfactory standards, or for other major disciplinary causes. An employee may be demoted for cause for a disciplinary action in lieu of or in addition to a suspension or termination. If demotion occurs as a result of unsatisfactory work performance, such demotion shall follow a minimum period of not less than three months of documented, less than satisfactory job performance while on special evaluation status.
- D. An employee may be suspended, demoted or terminated at any time as a disciplinary action for a single major or severe disciplinary cause.

The imposition of the above listed forms of discipline shall be based on the severity of the violation and/or number of violations that have occurred, the employee's employment history with the DISTRICT and in consideration of efforts made by an employee to rehabilitate him/herself. A single major or severe disciplinary cause may be grounds for termination regardless of the employee's employment history or any attempt by the employee to rehabilitate him/herself.

When it is determined that continued attendance at work by an employee would not be in the best interest of the DISTRICT, such employee may be suspended with pay and benefits pending completion of a disciplinary investigation. No such suspension with pay and benefits may exceed 30 calendar days.

Attachment B

6. Possession of any narcotics or hallucinogenic substances or open containers of alcohol while on duty or on DISTRICT property or while wearing a DISTRICT uniform.
7. Reporting to work intoxicated or under the influence of alcohol, prescribed or over-the-counter medications in excess of prescribed dosages or other non-prescribed hallucinogenic substances, or becoming intoxicated or influenced by narcotics, drugs or alcohol while on duty, or on DISTRICT property, or while wearing a DISTRICT uniform. If there is a reasonable suspicion that an employee is so intoxicated or under the influence and the employee refuses to take a sobriety test in accordance with established District procedures or refuses to release sobriety test results, he/she shall be considered to be under the influence.
8. The possession or use of any non-prescribed drug or use of a prescribed drug or narcotic which jeopardizes the safe operation of DISTRICT equipment, or in any way endangers DISTRICT employees or patrons or which violates any local ordinance or State or Federal law.
9. The consumption of alcohol or use of any narcotic, or hallucinogenic substance while in DISTRICT uniform and observed by or observable by the public.
10. Actions, including misconduct, malfeasance or misfeasance, which reasonable could have an adverse effect on the public or on other DISTRICT employees.
11. Possession or use of a weapon not authorized in writing by the DISTRICT while on duty or on DISTRICT property.
12. Conviction of a felony while employed by the DISTRICT where the General Manager determines that continued employment of said employee would not be beneficial to the DISTRICT.
13. Conviction of any crime involving moral turpitude, immoral acts or crimes of an immoral nature, crimes involving the sale of illicit drugs and/or crimes involving children, or conviction of any crime performed while on duty.
14. Disobedience of any written DISTRICT rule or regulation, policy, procedure or written department rule or regulation.

Attachment B

15. Violation of sick leave privileges including use of sick leave for any reason other than those established in written operational procedures or collective bargaining agreements; or excessive absenteeism.
16. Dishonesty which shall include but not be limited to falsifying time card or other claims for reimbursement, or application forms.
17. Misrepresentation of the employee's authority to represent the DISTRICT.
18. Theft, or unauthorized use, or taking of District property including, but not limited to: tools, supplies, vehicles and equipment.
19. Failure to maintain a neat, clean personal appearance as established in writing by the department and/or to dress in clothing appropriate for the employee's assigned duties including the proper wearing and maintenance of any uniform prescribed by the DISTRICT.
20. Failure to comply with written safety rules, including failure to use safety equipment.
21. Where employees are required as a part of their duties to represent the DISTRICT or to interact with the public or other employees, any act, habit, behavior, appearance, or combination of factors either on or of duty, that impairs the trust, safety or confidence, of the public or other employees as required of the employees to effectively perform their duties.
22. Mishandling, theft, or misappropriation of District fares, revenues, funds or monies.
23. For positions that require operation of DISTRICT vehicles, loss of privilege of, suspension of, or failure to obtain or maintain appropriate driver's license required by local ordinance or state or federal law, except, however, where the loss of privilege of, or suspension of such license is for medical reasons and the employee is out on an approved medical leave.
24. Use of abusive or offensive language directed toward an employee or the public while on duty.
25. Violation of the California State Vehicle Code while operating a DISTRICT vehicle.

Attachment B

26. Failure to follow the orders of a police, fire protection, or peace officer while conducting DISTRICT business or performing job duties.
27. Where an employee functions in a supervisory capacity, failure to employ reasonable and accepted management or supervisory practices in the supervision and management of employees assigned to the supervisor.
28. Assault and battery on another person while on duty or on DISTRICT property.
29. Unauthorized absence from duty or work station or failure to be in attendance at the employee's assigned work station at the time and place prescribed for the employee as defined in Section 30B. of these regulations.

B. Unauthorized absence from duty or work station shall include but not be limited to unexcused absence and unexcused lateness as defined in this section.

1. Unexcused absence is defined as being absent from duty for an entire work shift without prior authorization. An employee who remains out on an unexcused absence for 48 hours (two work shifts) or more without notification to his/her supervisor shall be considered to have voluntarily resigned.
2. Unexcused lateness shall be defined as failure to be in attendance at the employees assigned work station at the time prescribed for the employee.

To ensure that a fair and equitable policy is established to control unexcused lateness consistent with the overall mission of the DISTRICT and its various subdivisions, the following rules shall be in effect. These rules shall apply to disciplinary action only, and shall be independent of the application of payroll procedures.

- a. For employees required to be on time to insure continuity of bus service to the public the following policy shall be in effect.

Employees must report for their assignments within one (1) minute of their schedule report time or they will be charged with a miss-out. Employees calling in sick must notify their work station at least sixty (60) minutes prior to their scheduled report time or they will be charged with a miss-out.

Attachment B

Disciplinary action for miss-outs shall be based on the following schedule. Miss-outs shall remain on an employee's record for six (6) months.

One	(1)	Miss Out	Counseling/(non disciplinary)
Two	(2)	Miss Outs	Letter of Reprimand
Three	(3)	Miss Outs	One Day Suspension
Four	(4)	Miss Outs	Three Day Suspension
Five	(5)	Miss Outs	Subject to Termination

Employees who fail within one hundred eighty (180) minutes of their scheduled report time to report to work shall be charged with an additional miss-out for that day and shall be assessed an additional day's suspension.

Miss-Outs may be waived if an employee provides proof that she/he could not report on time due to the following:

1. Inability to report due to hospitalization
2. Involvement in automobile accident
3. Natural disaster (excluding power failures)
4. Scheduled failure of public transit
5. Traffic congestion due to accident or temporary construction.

Employees who fail to report as a result of DISTRICT scheduling errors shall not be charged with a miss-out.

- b. For employees required to be on time to ensure continuity of work products including the provision of vehicle servicing, maintenance of vehicles, maintenance of DISTRICT facilities and equipment, and provision of dispatch and public information services, the following policy shall be in effect.

Employees must report to their assignments within five minutes of their scheduled report time or they will be charged with a late arrival.

Employees calling in sick are required to notify their department, or designated representative at least 60 minutes prior to their scheduled report time or they will be charged with a late arrival.

Attachment B

Disciplinary action for late arrivals should be based on the following schedule. Late arrivals shall remain on the employee record for six months.

One	(1)	Late Arrival	Counseling
Two	(2)	Late Arrivals	Counseling
Three	(3)	Late Arrivals	Written Reprimand
Four	(4)	Late Arrivals	One Day Suspension
Five	(5)	Late Arrivals	Three Day Suspension
Six	(6)	Late Arrivals	Subject to Termination

Employees who fail within one hundred eighty (180) minutes of their scheduled report time to report to work or who fail to call in sick, or who fail to call in and obtain permission to come in later than one hundred eighty minutes, shall be charged with an additional late arrival for that day.

Late arrivals may be waived if an employee provides proof that he/she could not report on time due to one of the following:

1. Inability to report due to hospitalization
2. Involvement in an automobile accident
3. Natural disaster (excluding power failures)
4. Schedule failure of public transit
5. Traffic congestion due to an accident or temporary construction

Employees who fail to report as a result of DISTRICT scheduling errors shall not be charged with a late arrival.

c. For all other employees:

Employees who establish a pattern of unexcused lateness may be subject to disciplinary action.

d. The unexcused lateness rule for each department or subdivision thereof as appropriate, shall be written and posted at the applicable employee workstation.

SECTION 31: SEPARATION

Attachment B

Resolution No. 87-7-9
Personnel Rules and Regulations
Page 21

Employees may be separated from service with the District for reasons other than cause for disciplinary action. Separation may be by resignation, death, lay-off, retirement, work completion by provisional or temporary employees, or for other reasons.

SECTION 32: MEDICAL SEPARATION

The General Manager may separate employees from service with the District in cases where the employee, due to physical disability or mental incapacity is unable to perform the duties of the position to which he/she is assigned; or in the cases where the employee has a protracted absence due to illness where the prospect of recovery within a reasonable period of time is not probable. The District shall make reasonable accommodation for an employee's physical disability or mental incapacity when that employee, with such accommodation, is capable of performing the duties of the job to which he/she is assigned.

SECTION 33: APPEAL OF DISCIPLINARY ACTION TO THE BOARD OF DIRECTORS

A regular employee who is suspended, demoted or terminated and who is not covered by a separate appeal process of an existing collective bargaining agreement, shall have the right to file a written notice of appeal of said suspension, demotion or termination with the Secretary to the DISTRICT Board of Directors within ten days after mailing of the notice of disciplinary action. The DISTRICT Board of Directors shall hear the appeal or may delegate the authority to conduct the hearing to an appointed personnel committee composed of members of the DISTRICT Board of Directors or to a hearing officer, but final determination shall be made by the DISTRICT Board of Directors. The determination of the DISTRICT Board of Directors shall be final. The judicial review of the DISTRICT Board of Directors' action shall be pursuant to the Code of Civil Procedure Section 1094.5 and subject to the time limitations for filing set forth in the Code of Civil Procedure, Section 1094.6.

SECTION 34: SERVICE OF THE GENERAL MANAGER

The Board of Directors shall appoint the General Manager who shall have the responsibility for proper administration of the District in accordance with state laws and such ordinances, resolutions and policies as may be established by the Board. The performance of the General Manager shall be evaluated annually by the Board of Directors.

The General Manager shall serve at the pleasure of the Board of Directors.

Attachment B

Resolution No. 87-7-9
Personnel Rules and Regulations
Page 22

The Powers and duties of the General Manager shall include the authority and responsibility of administering these Personnel Rules and Regulations and of serving as the appointing authority for all District employees. The General Manager may designate in writing, in accordance with adopted District job descriptions, the authority to appoint, evaluate and discipline District employees.

SECTION 35: BENEFITS

Each employee of the Santa Cruz Metropolitan Transit District appointed to a classified personnel position shall receive, in addition to the salary or wage rate adopted for said position, benefits as identified in the executed Collective Bargaining Agreement, compensation plan or the specified group to which the employee belongs.

SECTION 36: CONFLICT OF INTEREST/INCOMPATIBLE ACTIVITY

No employee of the District shall engage in any arrangement or business which constitutes a conflict of interest or incompatible activity in regard to said employee's position. A designated employee, as defined in the DISTRICT'S adopted Conflict of Interest Code, shall disqualify him/herself from making or participating in the making of any decisions which will foreseeably have a material financial effect, distinguishable from its effect on the public generally, on any reportable interest of that employee (except sources of gifts less than \$50) or upon any business entity in which the designated employee holds a position of management or is a director, officer, partner, trustee, or employee. No designated employee shall be prevented from making or participating in the making of any decision to the extents that his/her participation is legally required for the decision to be made.

SECTION 37: AFFIRMATIVE ACTION PROGRAM

The DISTRICT Board of Directors has adopted an Affirmative Action Program which insures compliance with the Civil Rights Act of 1964, and Equal Opportunity Act of 1972.

It shall be the policy and practice of the DISTRICT to plan, implement and administer all personnel and employment policies, procedures and programs without regard to race, religion, color, national origin, sex, sexual preference, marital status, age or physical handicap when with reasonable accommodation the individual can perform the duties of the job. This policy shall apply to all employees and applicants for employment and to all aspects of employment including recruitment, selection, appointment, training, promotion, reclassification, transfer, demotion, termination, layoff, reinstatement, compensation and discipline.

SECTION 38: REVIEW BY GENERAL MANAGER

Attachment B

Resolution No. 87-7-9
Personnel Rules and Regulations
Page 23

Any employee who is dissatisfied with the application of the Personnel Rules and Regulations may submit in writing to the General Manager such notice of dissatisfaction or concern for review.

Attachment B

Resolution No. 87-7-9
Personnel Rules and Regulations
Page 24

PASSED AND ADOPTED this 24th day of July 1987, by the following vote:

AYES: Directors - Bickal, Cucchiara, Cavallaro, Harlan, Laird, Levine, McFarren, McNeil, Patton, Rotkin, Saucedo

NOES: Directors - None

ABSTAIN: Directors - None

ABSENT: Directors - None

APPROVED _____
Chairperson

ATTEST _____
Secretary/General Manager

APPROVED AS TO FORM:

Jonathan Wittwer
District Counsel