



**ADMINISTRATIVE AND FINANCE COMMITTEE**  
**THURSDAY, JANUARY 14, 2016– 8:00 A.M.**  
**OMNITRANS METRO FACILITY**  
**1700 WEST 5TH STREET**  
**SAN BERNARDINO, CA 92411**

The meeting facility is accessible to persons with disabilities. If assistive listening devices or other auxiliary aids or Limited English Proficiency services are needed in order to participate in the public meeting, requests should be made through the Recording Secretary at least three (3) business days prior to the Committee Meeting. The Recording Secretary’s telephone number is 909-379-7110 (voice) or 909-384-9351 (TTY), located at 1700 West Fifth Street, San Bernardino, California. If you have comments about items on the agenda or other general concerns and are not able to attend the meeting, please mail them to Omnitrans at 1700 West Fifth Street, San Bernardino, California, Attention Board Secretary. Comments may also be submitted by email to [BoardSecretary@omnitrans.org](mailto:BoardSecretary@omnitrans.org).

**A. CALL TO ORDER**

1. Pledge of Allegiance
2. Roll Call

**B. ANNOUNCEMENTS/PRESENTATIONS**

1. Next Committee Meeting: Thursday, February 11, 2016, 8:00 a.m.  
Omnitrans Metro Facility Board Room

**C. COMMUNICATIONS FROM THE PUBLIC**

This is the time and place for the general public to address the Board for items that are not on the agenda. In accordance with rules applicable to meetings of the Administrative & Finance Committee, comments on items not on the agenda and on items on the agenda are to be limited to a total of three (3) minutes per individual.

**D. POSSIBLE CONFLICT OF INTEREST ISSUES**

Disclosure – Note agenda items contractors, subcontractors and agents, which may require member abstentions due to conflict of interest and financial interests. Board Member abstentions shall be stated under this item for recordation in the appropriate item.

N/A

**E. DISCUSSION ITEMS**

- |   |    |
|---|----|
| 1. Approve Administrative & Finance Committee Minutes – December 2, 2015  | 2  |
| 2. Recommend the Board of Directors Receive and File Construction Progress Report No’s. 42 and 43 through December 31, 2015 - sbX E Street Corridor BRT Project | 5  |
| 3. Receive and File Omnitrans’ Director of Finance Report on Price of Compressed Natural Gas  | 20 |
| 4. Recommend the Board of Directors Adopt Proposed Personnel Policy Manual Changes  | 22 |

**F. ADJOURNMENT**

ITEM #           E1          

**ADMINISTRATIVE & FINANCE COMMITTEE  
MINUTES, DECEMBER 10, 2015**

**A. CALL TO ORDER**

Committee Chair Ed Graham called the regular meeting of the Administrative and Finance Committee to order at 8:00 a.m., Thursday, December 10, 2015.

1. Pledge of Allegiance
2. Roll Call

**Committee Members Present**

Council Member Ed Graham, City of Chino Hills – Committee Chair  
Mayor Carey Davis, City of San Bernardino  
Mayor Paul Eaton, City of Montclair  
Council Member Pat Gilbreath, City of Redlands  
Supervisor Curt Hagman, County of San Bernardino  
Mayor Ray Musser, City of Upland  
Council Member Dick Riddell, City of Yucaipa  
Council Member John Roberts, City of Fontana  
Mayor Pro Tem Sylvia Robles, City of Grand Terrace  
Council Member Alan Wapner, City of Ontario

**Others Present**

Mayor Pro Tem Sam Spagnolo, City of Rancho Cucamonga  
Council Member Ron Dailey, City of Loma Linda  
Supervisor Janice Rutherford, County of San Bernardino  
Deputy County Counsel Carol Greene  
T. Jarb Thaipejr, City Manager, City of Loma Linda  
Thomas Rice, Assistant City Attorney, City of Ontario

**Omnitrans Administrative Staff Present**

P. Scott Graham, CEO/General Manager  
Diane Caldera, Director of Operations  
Jack Dooley, Director of Maintenance  
Marge Ewing, Director of Human Resources/Safety & Security  
Samuel Gibbs, Director of Internal Audit Services  
Jacob Harms, Director of Information Technology  
Andres Ramirez, IPMO Manager  
Jennifer Sims, Director of Procurement  
Wendy Williams, Director of Marketing/Planning  
Maurice Mansion, Treasury Manager  
Vicki Dennett, Executive Assistant to CEO/General Manager

**B. ANNOUNCEMENTS/PRESENTATIONS**

The next Committee Meeting is scheduled Thursday, January 14, 2016, at 8:00 a.m.

Member Wapner arrived at 8:03 a.m.

**C. COMMUNICATIONS FROM THE PUBLIC**

1. Thomas Rice, Assistant City Attorney for the City of Ontario, spoke on Item E.2 – Adoption of Proposed Amended and Restated Joint Powers Agreement (JPA), referring to their letter of November 16, 2015, regarding the City’s recommendations on the proposed amendment to the JPA (pp 124-126).

**D. POSSIBLE CONFLICT OF INTEREST ISSUES**

There were no conflict of interest issues identified.

**E. DISCUSSION ITEMS**

1. Approve Administrative & Finance Committee Minutes – November 12, 2015

M/S (Musser/Roberts) that approved the Committee Minutes of November 12, 2015. Motion was unanimous by Members present.

Member Robles arrived at 8:10 a.m.

2. Recommend to Board of Directors, Adoption of Proposed Amended and Restated Joint Powers Agreement, to include any recommended changes by the Committee

Legal Counsel Carol Greene presented this item for discussion. After providing some background, she reviewed each of the proposed red-lined changes to the Joint Powers Agreement (JPA). She also reviewed the questions/comments submitted by the City of Ontario, Highland and Chino Hills, and provided input in response to the questions/comments received.

In response to the suggestion by the City of Ontario’s Legal Counsel’s recommendation to change Omnitrans statutory structure to mitigate risk to member agencies, Ms. Greene explained that there is currently no contract liability for member agencies and there has never been an issue with tort liability. However, as Omnitrans may be operating rail service in a few years, she agreed that it would be wise to look into becoming a new statutory entity. She further recommended that Omnitrans continue with the current process of amending the JPA as the revision removes all outdated language and would provide for a good base document to move forward.

The Committee agreed that Omnitrans should continue with moving the proposed

Amended and Restated JPA forward to the Board of Directors for approval in February, to include the suggestions made by the City of Ontario. Once approved by the Board of Directors, each member entity will have to present the proposed amendment for approval. Upon approval of all JPA members, the Amended and Restated Joint Powers Agreement will be filed with the Secretary of State. Concurrent with this process, Legal Counsel will look into becoming a new statutory entity, either through legislation or the Local Agency Formation Commission (LAFCO), as well as the projected length of time to get through either process.

In response to the City of Highland's comment regarding the change from 20 Board Members to 19, Legal Counsel indicated that quorum of the Board would be reduced to eight. (Note: Subsequent to the meeting, Legal Counsel confirmed that the quorum would remain at nine.) All other comments provided were reviewed, with explanations provided by Legal Counsel on each point.

In response to the questions submitted from the City of Chino Hills, Legal Counsel confirmed that she had corresponded with their City Attorney and addressed the City's questions.

M/S (Musser/Hagman) that directed Legal Counsel to incorporate the changes recommended by the City of Ontario into the proposed Amended and Restated Joint Powers Agreement, and recommend adoption to the Board of Directors. Motion was unanimous by Members present.

#### **F. ADJOURNMENT**

The Administrative and Finance Committee meeting adjourned at 8:37 a.m. in memory of the persons who perished during the terrorist attack in San Bernardino on December 2, 2015.

The next Administrative and Finance Committee Meeting is scheduled Thursday, January 14, 2016, at 8:00 a.m., with location posted on the Omnitrans website and at Omnitrans' San Bernardino Metro Facility.

Prepared by:

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Christine Vega, Administrative Secretary



1700 W. Fifth St.  
San Bernardino, CA 92411  
909-379-7100  
www.omnitrans.org

ITEM #           E2          

**DATE:** January 14, 2016

**TO:** Committee Chair Ed Graham and  
Members of the Administrative & Finance Committee

**THROUGH:** P. Scott Graham, CEO/General Manager

**FROM:** Andres Ramirez, Program Manager

**SUBJECT:** **CONSTRUCTION PROGRESS REPORTS NO. 42 AND NO. 43  
THROUGH DECEMBER 31, 2015 - sbX E STREET CORRIDOR BRT  
PROJECT**

**FORM MOTION**

Receive and recommend to the Board of Directors for receipt and file Construction Progress Reports No. 42 and No. 43 for the sbX E Street Corridor BRT Project through December 31, 2015.

**BACKGROUND**

These are Construction Progress Reports No. 42 and No. 43 for the sbX E Street Corridor Project.

**CONCLUSION**

Receive and recommend to the Board of Directors for receipt and file Construction Progress Reports No.42 and No. 43 for the sbX E Street Corridor BRT Project through December 31, 2015.

PSG:AR

Attachment

**sbX E Street Corridor  
Bus Rapid Transit (BRT) Project  
Construction Progress Report No. 42**

**November 30, 2015**

**Prepared By:**

**Omnitrans  
Integrated Project Management Office**

Contractor: SBX Corridor - Griffith/Comet Joint Venture  
VMF – USS Cal Builders

Contractor Contract No.: IPMO11-5

Omnitrans Program Manager: Andres Ramirez



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  - B. Summary Status Update
- II. Project Schedule
- III. Safety
- IV. Project Budget and Cost

## I. PROJECT STATUS SUMMARY

### A. Project Description

The sbX E Street Corridor BRT Project is an Omnitrans transit improvement project that consists of three components.

**E Street Corridor:** A 15.7-mile-long Bus Rapid Transit corridor that will connect the northern portion of the City of San Bernardino with the City of Loma Linda. The sbX E Street Corridor Bus Rapid Transit (BRT) Project has evolved as the highest priority corridor identified in the System-Wide Transit Corridor Plan for the San Bernardino Valley.

**Bus Purchase:** In order to provide service to the E Street Corridor a total of fourteen 60' articulated buses will be purchased.

**Vehicle Maintenance Facility Modifications:** A 4.4-acre facility maintaining and servicing the Omnitrans' bus fleet, comprised of over 160 buses. Modifications to Omnitrans' facility include the demolition of a bus washing station, removal of abandoned underground fuel tanks and new construction of a bus washing system, a new Genset, a three-lane CNG fueling station, and re-configuring the bus parking area. Modifications to the maintenance building are made in order to accommodate Omnitrans' 60-foot articulated bus fleet.

### B. Summary Status Update

#### E Street Corridor:

##### City of San Bernardino Final Acceptance Work and World Oil Modifications:

- Work along the Corridor continues.
- Progress is at about 56% complete through November 30, 2015.
- World Oil portion of work started and project to be complete before Christmas.



Item #25: Sidewalk at Hospitality & Hunts Lane



Item #142: World Oil Repairs



Item #101: Crosswalk at E and 7th



Item #83: Driveway at Hospitality & Diners Court

10<sup>th</sup> to Highland:

- Work commenced on November 9, 2015.
- Pot holing is complete.
- Lowering of the water services continues.



**Water Line Trench**



**Water Line Trench at Meter**



**Water Line Connection at Main**



**Water Line Trench Patch**

PA System:

- Final construction documents being reviewed by OmniTrans.
- Solicitation scheduled to be presented to Board in January for release.

Traffic Signal Synchronization

- Phase 1 of synchronization is complete and operational.
- Locking issues have been addressed.
- Monitoring and adjustment has commenced and continues.

**Vehicle Maintenance Facility:**

Contractor Close-Out

- Close-out has been negotiated. All claims resolved.
- Final change order is being prepared for final completion.
- Working with Contractor to clear Stop Notices so that retention can be released.

Completion of Work Removed from Contract

- Vacuum system, concrete patch, and removal of temporary canopy work being prepared for contract.

## II. PROJECT SCHEDULE

The three major components of the project (E Street Corridor, 60' Articulated Buses, and the Vehicle Maintenance) are complete and have been placed into operation. Additional components to the project (i.e. 10<sup>th</sup> to Highland, City Acceptance Work, the PA System, and the VMF Completion Work) are currently being worked on and are in different stages of progress. Projected completion dates are listed below:

	Scheduled Completion	Projected Completion
<b>E Street Corridor</b>		
City of SB Final Work / World Oil	February 2016	December 2015
10 <sup>th</sup> to Highland	June 2016	June 2016
PA System	November 2016	November 2016
<b>Vehicle Maintenance Facility</b>		
Completion Work	May 2016	May 2016

## III. SAFETY

The project team considers safety to be the utmost priority. As such, the entire project team works towards a “no-lost time” goal on a daily basis. Below is a breakdown of the hours achieved with zero lost time due to injuries:

	Through October 2015
<b>E Street Corridor</b>	
Corridor Construction including final Work	424,441
10 <sup>th</sup> to Highland	0
PA System	0
<b>Vehicle Maintenance Facility</b>	64,436
<b>Total</b>	488,877

## V. PROJECT BUDGET AND COST

The project continues to be within budget. We currently have zero open claims on the project. A breakdown of the project costs and projections is detailed in the following tables:

**Total Project Budget Summary  
Budget as of October 31, 2015**

Approved Budget	\$191,706,000
Cost to Date	\$176,294,318
Estimate to Complete	
Corridor Project	\$ 7,424,710
10 <sup>th</sup> to Highland	\$ 4,682,050
Estimate at Completion	\$188,401,078

Budget By Contract Packages 31-Oct-2015	PCGA Budget	Approved Current Budget	Authorized for Expenditure	Expended to Date	% of Approved Current Budget	Contracts Awarded	Approved Changes	(Contract Award + Approved Changes)	Expenditure Authorization Remaining	(Approved Current Budget- Committed)	Forecast			
								Committed		Remaining Contingency	Potential Uses of Contingency			
											Pending Commitments/ Potential Changes	Trends/Risks	Estimate At Completion	
<b>BRT Construction</b>														
Griffith/Comet JV	90,780,000	84,637,000	87,760,263	79,959,582	94.8%	64,937,853	16,257,774	81,195,627	6,564,636	3,441,373	159,493	-	81,355,120	
Art			68,000	68,000		68,000	-	68,000	-	(68,000)	-	-	68,000	
Other Direct Payments			48,401	143,892		143,892	-	143,892	(95,491)	(143,892)	-	-	143,892	
Delineators				89,943		89,943	-	89,943	(89,943)	(89,943)	-	-	89,943	
PA System				-		-	-	-	-	-	550,000	-	550,000	
Miscellaneous Work				-		17,500	-	17,500	(17,500)	(17,500)	150,000	-	167,500	
<b>BRT Design</b>														
Parsons	19,193,400	17,849,400	18,097,876	16,946,143	95.0%	14,464,092	3,705,727	18,169,819	(71,943)	(320,419)	(1,078,148)	-	17,091,671	
PA System				19,500		83,000	-	83,000	(83,000)	(83,000)	8,300	-	91,300	
Miscellaneous Work				-		-	-	-	-	-	-	-	-	
<b>VMF Construction - USS Cal Builders</b>	5,370,000	8,131,000	14,498,152	14,386,328	176.9%	10,579,786	3,952,439	14,532,225	(34,073)	(6,401,225)	(71,500)	300,000	14,760,725	
<b>VMF Design</b>														
STV	1,007,600	1,007,600	1,418,132	1,862,813	186.7%	951,029	1,048,727	1,999,756	(581,624)	(992,156)	25,000	-	2,024,756	
Carlin Environmental			27,800	18,380		10,000	9,800	19,800	8,000	(19,800)	-	-	19,800	
<b>Vehicles Design &amp; Manufacturing-N.F.</b>	16,628,000	16,628,000	15,978,093	15,192,458	92.4%	15,483,572	325,110	15,808,682	169,411	819,318	38,000	-	15,846,682	
Other Vehicle Equipment			318,853	173,484		318,853	-	318,853	-	(318,853)	75,000	-	393,853	
<b>ROW Acquisition Services-SANBAG</b>	6,532,000	10,357,000	11,738,400	11,409,171	110.2%	10,971,135	767,265	11,738,400	-	(1,381,400)	-	100,000	11,838,400	
<b>3rd Party Utilities Design &amp; Reloc.</b>		1,003,000	1,157,223	1,222,246	121.9%	1,106,117	-	1,106,117	51,106	(103,117)	50,000	-	1,156,117	
<b>Project Admin. And Management</b>														
Jacobs	6,638,000	6,632,000	11,852,647	12,955,293	195.3%	3,898,769	9,198,560	13,097,329	(1,244,682)	(6,465,329)	25,000	-	13,122,329	
Other														
IPMO	17,624,000	15,012,450	14,722,701	13,087,244	87.2%	15,172,701	-	15,172,701	(450,000)	(160,251)	(300,000)	-	14,872,701	
Insurance	1,113,000	1,112,000	500,000	-	0.0%	500,000	-	500,000	-	612,000	(500,000)	-	-	
Legal-BB&K, County	2,525,450	1,000,000	1,000,000	358,600	35.9%	1,000,000	-	1,000,000	-	-	-	-	1,000,000	
In Kind Contributions	8,080,550	8,080,550	8,080,550	8,401,239	104.0%	8,401,239	-	8,401,239	(320,689)	(320,689)	-	-	8,401,239	
Survey	1,464,000	1,463,000	464,000	-	0.0%	25,000	-	25,000	439,000	1,438,000	-	-	25,000	
Start-Up	720,000	720,000	700,000	-	0.0%	700,000	-	700,000	-	20,000	-	-	700,000	
<b>Sub-Total</b>	<b>177,676,000</b>	<b>173,633,000</b>	<b>188,431,091</b>	<b>176,294,318</b>	<b>101.5%</b>	<b>148,922,481</b>	<b>35,265,402</b>	<b>184,187,883</b>	<b>4,243,208</b>	<b>(10,554,883)</b>	<b>(868,855)</b>	<b>400,000</b>	<b>183,719,028</b>	
<b>Unallocated Contingency</b>	<b>14,030,000</b>	<b>18,073,000</b>	<b>4,712,063</b>					<b>10,554,883</b>		<b>7,518,117</b>			<b>7,986,972</b>	
<b>10th to Highland Projected Costs</b>			<b>4,682,050</b>	<b>-</b>					<b>4,682,050</b>	<b>-</b>	<b>4,632,050</b>	<b>50,000</b>	<b>4,682,050</b>	
<b>Remaining Unallocated Contingency</b>													<b>3,304,922</b>	
<b>Total</b>	<b>191,706,000</b>	<b>191,706,000</b>	<b>188,401,078</b>	<b>176,294,318</b>	<b>92.0%</b>								<b>191,706,000</b>	

**IPMO/sbX Project Cost Report**  
**Period Ended 31-Oct-2015**

Description	Current Budget	Approved Current Budget	Expenditures		Remaining Budget	Committed		Estimate to Complete	Estimate at Completion	Budget Forecast Variance
			\$	%			%			
BRT Construction	\$ 84,637,000	\$ 84,637,000	\$ 80,261,416	94.8%	4,375,584	\$ 81,514,962	96.3%	\$ 859,493	\$ 82,374,455	\$ 2,262,545
Vehicle Maintenance Facility (VMF) Construction	\$ 8,131,000	\$ 8,131,000	\$ 14,386,328	176.9%	(6,255,328)	\$ 14,532,225	178.7%	\$ 228,500	\$ 14,760,725	\$ (6,629,725)
Vehicles - Design & Manufacturing	\$ 16,628,000	\$ 16,628,000	\$ 15,365,942	92.4%	1,262,058	\$ 16,127,535	97.0%	\$ 113,000	\$ 16,240,535	\$ 387,465
ROW Acquisition Services	\$ 10,357,000	\$ 10,357,000	\$ 11,409,171	110.2%	(1,052,171)	\$ 11,738,400	113.3%	\$ 100,000	\$ 11,838,400	\$ (1,481,400)
3rd Party Utilities Design & Relocation	\$ 1,003,000	\$ 1,003,000	\$ 1,222,246	121.9%	(219,246)	\$ 1,106,117	110.3%	\$ 50,000	\$ 1,156,117	\$ (153,117)
BRT Design	\$ 17,849,400	\$ 17,849,400	\$ 16,965,643	95.0%	883,757	\$ 18,252,819	102.3%	\$ (1,069,848)	\$ 17,182,971	\$ 666,429
VMF Design	\$ 1,007,600	\$ 1,007,600	\$ 1,881,193	186.7%	(873,593)	\$ 2,019,556	200.4%	\$ 25,000	\$ 2,044,556	\$ (1,036,956)
Other Professional, Technical & Management Services	\$ 34,020,000	\$ 34,020,000	\$ 34,802,377	102.3%	(782,377)	\$ 38,896,269	114.3%	\$ (775,000)	\$ 38,121,269	\$ (4,101,269)
Allocated Contingency (Construction Contract)	\$ -	\$ -			-	\$ -	0.0%	\$ -	\$ -	\$ -
<b>SUB-TOTAL</b>	<b>\$ 173,633,000</b>	<b>\$ 173,633,000</b>	<b>\$ 176,294,318</b>	<b>101.5%</b>	<b>(2,661,318)</b>	<b>\$ 184,187,883</b>	<b>106.1%</b>	<b>(468,855)</b>	<b>183,719,028</b>	<b>(10,086,028)</b>
Unallocated Contingency	\$ 18,073,000	\$ 18,073,000	\$ -		18,073,000	\$ -	0.0%	\$ -	\$ -	\$ 18,073,000
<b>TOTAL</b>	<b>\$ 191,706,000</b>	<b>\$ 191,706,000</b>	<b>\$ 176,294,318</b>	<b>92.0%</b>	<b>15,411,682</b>	<b>\$ 184,187,883</b>	<b>96.1%</b>	<b>\$ (468,855)</b>	<b>\$ 183,719,028</b>	<b>\$ 7,986,972</b>

**sbX E Street Corridor  
Bus Rapid Transit (BRT) Project**

**Construction Progress Report No. 43**

**December 31, 2015**

**Prepared By:**

**Omnitrans  
Integrated Project Management Office**

Contractor: SBX Corridor - Griffith/Comet Joint Venture  
VMF – USS Cal Builders

Contractor Contract No.: IPMO11-5

Omnitrans Program Manager: Andres Ramirez



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- I. Project Status Summary
  - A. Project Description
  - B. Summary Status Update
- II. Project Schedule
- III. Safety
- IV. Project Budget and Cost

## I. PROJECT STATUS SUMMARY

### A. Project Description

The sbX E Street Corridor BRT Project is an Omnitrans transit improvement project that consists of three components.

**E Street Corridor:** A 15.7-mile-long Bus Rapid Transit corridor that will connect the northern portion of the City of San Bernardino with the City of Loma Linda. The sbX E Street Corridor Bus Rapid Transit (BRT) Project has evolved as the highest priority corridor identified in the System-Wide Transit Corridor Plan for the San Bernardino Valley.

**Bus Purchase:** In order to provide service to the E Street Corridor a total of fourteen 60' articulated buses will be purchased.

**Vehicle Maintenance Facility Modifications:** A 4.4-acre facility maintaining and servicing the Omnitrans' bus fleet, comprised of over 160 buses. Modifications to Omnitrans' facility include the demolition of a bus washing station, removal of abandoned underground fuel tanks and new construction of a bus washing system, a new Genset, a three-lane CNG fueling station, and re-configuring the bus parking area. Modifications to the maintenance building are made in order to accommodate Omnitrans' 60-foot articulated bus fleet.

### B. Summary Status Update

#### E Street Corridor:

##### City of San Bernardino Final Acceptance Work and World Oil Modifications:

- Work associated with the World Oil Modifications and the Final Acceptance by the City of San Bernardino was completed this month.
- Final sign off will be conducted and closeout of contract is scheduled for February 2016.



Item #149: Bollards in Front of Electrical Equip.



Item #142: World Oil Repairs



Item #149: Parking Stops at Park and Rides



Item #182: ADA Crosswalk

10<sup>th</sup> to Highland:

- Work continues after starting on November 9, 2015.
- Lowering of the water services continues.
- Removal and replacement of concrete sidewalks, curb, gutter, and driveways commenced.



**Concrete Removals**



**Concrete Removals**



**Concrete Replacement**



**Concrete Removals**

PA System:

- Solicitation documents are being prepared by Omnitrans.
- Solicitation scheduled to be presented to Board in February for release.

Traffic Signal Synchronization

- Monitoring and adjustment continues.

**Vehicle Maintenance Facility:**

Contractor Close-Out

- Final change order is being prepared for final completion.
- Working with Contractor to clear Stop Notices so that retention can be released.

Completion of Work Removed from Contract

- Vacuum system, concrete patch, and removal of temporary canopy work being prepared for contract.

## II. PROJECT SCHEDULE

The three major components of the project (E Street Corridor, 60' Articulated Buses, and the Vehicle Maintenance) are complete and have been placed into operation. Additional components to the project (i.e. 10<sup>th</sup> to Highland, City Acceptance Work, the PA System, and the VMF Completion Work) are currently being worked on and are in different stages of progress. Projected completion dates are listed below:

	Scheduled Completion	Projected Completion
<b>E Street Corridor</b>		
City of SB Final Work / World Oil	February 2016	December 2015
10 <sup>th</sup> to Highland	June 2016	June 2016
PA System	November 2016	November 2016
<b>Vehicle Maintenance Facility</b>		
Completion Work	May 2016	May 2016

## III. SAFETY

The project team considers safety to be the utmost priority. As such, the entire project team works towards a “no-lost time” goal on a daily basis. Below is a breakdown of the hours achieved with zero lost time due to injuries:

	Through November 2015
<b>E Street Corridor</b>	
Corridor Construction including final Work	425,441
10 <sup>th</sup> to Highland	1,216
PA System	0
<b>Vehicle Maintenance Facility</b>	64,436
<b>Total</b>	491,093

## V. PROJECT BUDGET AND COST

The project continues to be within budget. We currently have zero open claims on the project. A breakdown of the project costs and projections is detailed in the following tables:

### Total Project Budget Summary Budget as of November 30, 2015

Approved Budget	\$191,706,000
Cost to Date	\$176,381,037
Estimate to Complete	
Corridor Project	\$ 7,337,991
10 <sup>th</sup> to Highland	\$ 4,682,050
Estimate at Completion	\$188,401,078

Budget By Contract Packages 30-Nov-2015	PCGA Budget	Approved Current Budget	Authorized for Expenditure	Expended to Date	% of Approved Current Budget	Contracts Awarded	Approved Changes	(Contract Award + Approved Changes)	Expenditure Authorization Remaining	(Approved Current Budget- Committed)	Forecast			
								Committed		Remaining Contingency	Potential Uses of Contingency			
											Pending Commitments/ Potential Changes	Trends/Risks	Estimate At Completion	
<b>BRT Construction</b>														
Griffith/Comet JV	90,780,000	84,637,000	87,760,263	79,959,582	94.8%	64,937,853	16,257,774	81,195,627	6,564,636	3,441,373	159,493	-	81,355,120	
Art			68,000	68,000		68,000	-	68,000	-	(68,000)	-	-	68,000	
Other Direct Payments			48,401	143,892		143,892	-	143,892	(95,491)	(143,892)	-	-	143,892	
Delineators				89,943		89,943	-	89,943	(89,943)	(89,943)	-	-	89,943	
PA System				-		-	-	-	-	-	550,000	-	550,000	
Miscellaneous Work				-		17,500	-	17,500	(17,500)	(17,500)	150,000	-	167,500	
<b>BRT Design</b>														
Parsons	19,193,400	17,849,400	18,097,876	16,946,143	95.0%	14,464,092	3,705,727	18,169,819	(71,943)	(320,419)	(1,078,148)	-	17,091,671	
PA System				19,500		83,000	-	83,000	(83,000)	(83,000)	8,300	-	91,300	
Miscellaneous Work				-		-	-	-	-	-	-	-	-	
<b>VMF Construction - USS Cal Builders</b>	5,370,000	8,131,000	14,498,152	14,386,328	176.9%	10,579,786	3,952,439	14,532,225	(34,073)	(6,401,225)	(71,500)	300,000	14,760,725	
<b>VMF Design</b>														
STV	1,007,600	1,007,600	1,418,132	1,862,813	186.7%	951,029	1,048,727	1,999,756	(581,624)	(992,156)	25,000	-	2,024,756	
Carlin Environmental			27,800	18,380		10,000	9,800	19,800	8,000	(19,800)	-	-	19,800	
<b>Vehicles Design &amp; Manufacturing-N.F.</b>	16,628,000	16,628,000	15,978,093	15,192,458	92.4%	15,483,572	325,110	15,808,682	169,411	819,318	38,000	-	15,846,682	
Other Vehicle Equipment			318,853	173,484		318,853	-	318,853	-	(318,853)	75,000	-	393,853	
<b>ROW Acquisition Services-SANBAG</b>	6,532,000	10,357,000	11,738,400	11,409,171	110.2%	10,971,135	767,265	11,738,400	-	(1,381,400)	-	100,000	11,838,400	
<b>3rd Party Utilities Design &amp; Reloc.</b>		1,003,000	1,157,223	1,222,246	121.9%	1,106,117	-	1,106,117	51,106	(103,117)	50,000	-	1,156,117	
<b>Project Admin. And Management</b>														
Jacobs	6,638,000	6,632,000	11,852,647	12,955,293	195.3%	3,898,769	9,198,560	13,097,329	(1,244,682)	(6,465,329)	25,000	-	13,122,329	
Other														
IPMO	17,624,000	15,012,450	14,722,701	13,173,964	87.8%	15,172,701	-	15,172,701	(450,000)	(160,251)	(300,000)	-	14,872,701	
Insurance	1,113,000	1,112,000	500,000	-	0.0%	500,000	-	500,000	-	612,000	(500,000)	-	-	
Legal-BB&K, County	2,525,450	1,000,000	1,000,000	358,600	35.9%	1,000,000	-	1,000,000	-	-	-	-	1,000,000	
In Kind Contributions	8,080,550	8,080,550	8,080,550	8,401,239	104.0%	8,401,239	-	8,401,239	(320,689)	(320,689)	-	-	8,401,239	
Survey	1,464,000	1,463,000	464,000	-	0.0%	25,000	-	25,000	439,000	1,438,000	-	-	25,000	
Start-Up	720,000	720,000	700,000	-	0.0%	700,000	-	700,000	-	20,000	-	-	700,000	
<b>Sub-Total</b>	<b>177,676,000</b>	<b>173,633,000</b>	<b>188,431,091</b>	<b>176,381,037</b>	<b>101.6%</b>	<b>148,922,481</b>	<b>35,265,402</b>	<b>184,187,883</b>	<b>4,243,208</b>	<b>(10,554,883)</b>	<b>(868,855)</b>	<b>400,000</b>	<b>183,719,028</b>	
<b>Unallocated Contingency</b>	<b>14,030,000</b>	<b>18,073,000</b>	<b>4,712,063</b>					<b>10,554,883</b>		<b>7,518,117</b>			<b>7,986,972</b>	
<b>10th to Highland Projected Costs</b>			<b>4,682,050</b>	-					<b>4,682,050</b>	-	<b>4,632,050</b>	<b>50,000</b>	<b>4,682,050</b>	
<b>Remaining Unallocated Contingency</b>													<b>3,304,922</b>	
<b>Total</b>	<b>191,706,000</b>	<b>191,706,000</b>	<b>188,401,078</b>	<b>176,381,037</b>	<b>92.0%</b>								<b>191,706,000</b>	

**IPMO/sbX Project Cost Report**  
**Period Ended 30-Nov-2015**

Description	Current Budget	Approved Current Budget	Expenditures		Remaining Budget	Committed		Estimate to Complete	Estimate at Completion	Budget Forecast Variance
			\$	%			%			
BRT Construction	\$ 84,637,000	\$ 84,637,000	\$ 80,261,416	94.8%	4,375,584	\$ 81,514,962	96.3%	\$ 859,493	\$ 82,374,455	\$ 2,262,545
Vehicle Maintenance Facility (VMF) Construction	\$ 8,131,000	\$ 8,131,000	\$ 14,386,328	176.9%	(6,255,328)	\$ 14,532,225	178.7%	\$ 228,500	\$ 14,760,725	\$ (6,629,725)
Vehicles - Design & Manufacturing	\$ 16,628,000	\$ 16,628,000	\$ 15,365,942	92.4%	1,262,058	\$ 16,127,535	97.0%	\$ 113,000	\$ 16,240,535	\$ 387,465
ROW Acquisition Services	\$ 10,357,000	\$ 10,357,000	\$ 11,409,171	110.2%	(1,052,171)	\$ 11,738,400	113.3%	\$ 100,000	\$ 11,838,400	\$ (1,481,400)
3rd Party Utilities Design & Relocation	\$ 1,003,000	\$ 1,003,000	\$ 1,222,246	121.9%	(219,246)	\$ 1,106,117	110.3%	\$ 50,000	\$ 1,156,117	\$ (153,117)
BRT Design	\$ 17,849,400	\$ 17,849,400	\$ 16,965,643	95.0%	883,757	\$ 18,252,819	102.3%	\$ (1,069,848)	\$ 17,182,971	\$ 666,429
VMF Design	\$ 1,007,600	\$ 1,007,600	\$ 1,881,193	186.7%	(873,593)	\$ 2,019,556	200.4%	\$ 25,000	\$ 2,044,556	\$ (1,036,956)
Other Professional, Technical & Management Services	\$ 34,020,000	\$ 34,020,000	\$ 34,889,097	102.6%	(869,097)	\$ 38,896,269	114.3%	\$ (775,000)	\$ 38,121,269	\$ (4,101,269)
Allocated Contingency (Construction Contract)	\$ -	\$ -			-	\$ -	0.0%	\$ -	\$ -	\$ -
<b>SUB-TOTAL</b>	<b>\$ 173,633,000</b>	<b>\$ 173,633,000</b>	<b>\$ 176,381,037</b>	<b>101.6%</b>	<b>(2,748,037)</b>	<b>\$ 184,187,883</b>	<b>106.1%</b>	<b>(468,855)</b>	<b>183,719,028</b>	<b>(10,086,028)</b>
Unallocated Contingency	\$ 18,073,000	\$ 18,073,000	\$ -		18,073,000	\$ -	0.0%	\$ -	\$ -	\$ 18,073,000
<b>TOTAL</b>	<b>\$ 191,706,000</b>	<b>\$ 191,706,000</b>	<b>\$ 176,381,037</b>	<b>92.0%</b>	<b>15,324,963</b>	<b>\$ 184,187,883</b>	<b>96.1%</b>	<b>\$ (468,855)</b>	<b>\$ 183,719,028</b>	<b>\$ 7,986,972</b>

ITEM #           E3          

**DATE:** January 14, 2016

**TO:** Committee Chair Ed Graham and  
Members of the Administrative and Finance Committee

**THROUGH:** P. Scott Graham, CEO/General Manager

**FROM:** Donald Walker, Director of Finance

**SUBJECT: OMNITRANS' DIRECTOR OF FINANCE REPORT ON THE PRICE  
OF COMPRESSED NATURAL GAS (CNG)**

**FORM MOTION**

Receive and file the Director of Finance's update on the price of compressed natural gas as recommended by Committee Chair Ed Graham at the Administrative and Finance Committee meeting on August 13, 2015.

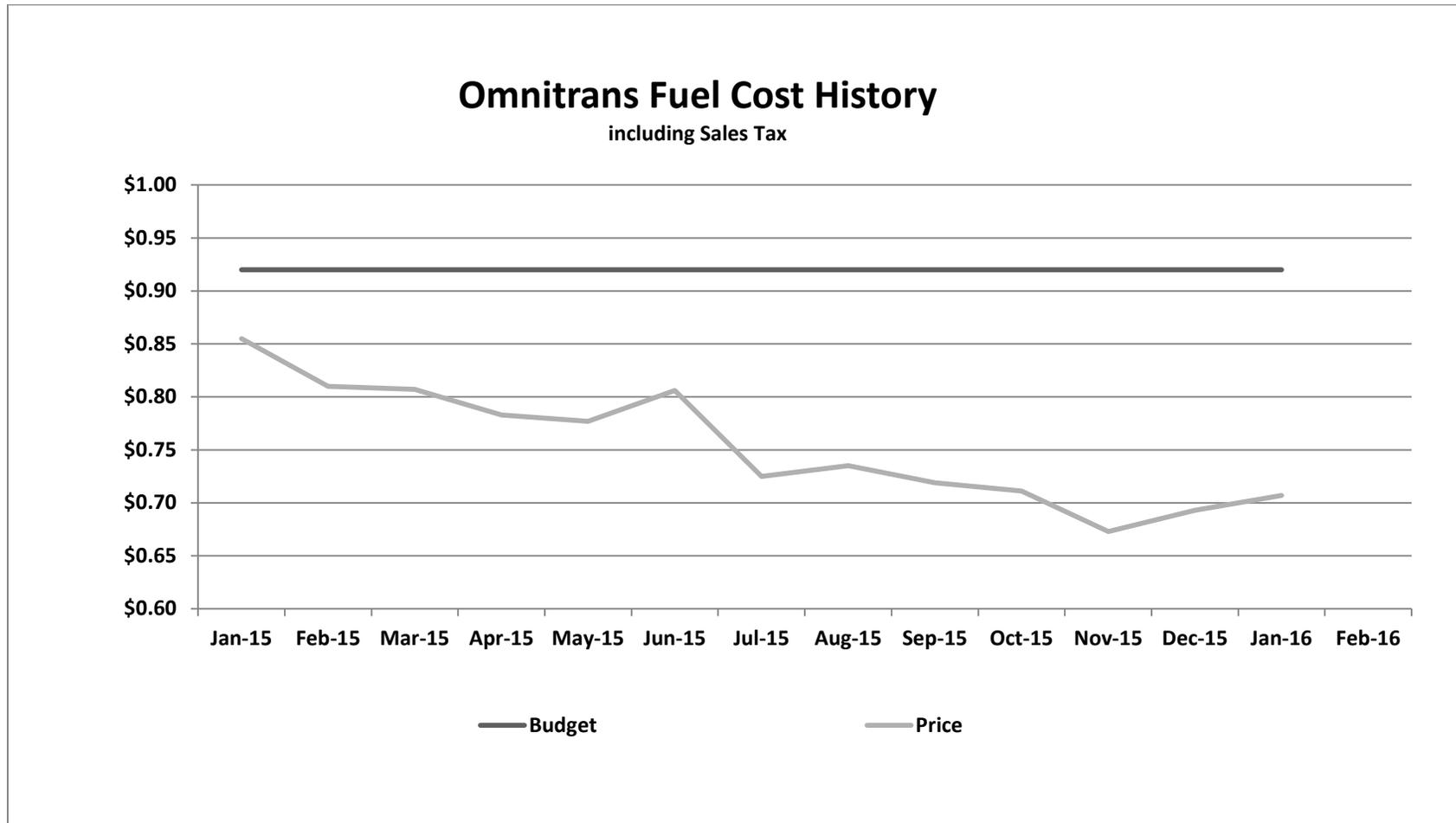
**BACKGROUND**

Omnitrans' most recent Forward Fuel Purchase Program ended August 31, 2015, whereby 181,500 gallons or 47% of our monthly natural gas usage for fuel was hedged at \$0.91 for twelve (12) months (Sep 2014 – Aug 2015). The Board of Directors authorized the CEO/General Manager to initiate another hedging program for up to twelve (12) months should the price of natural gas increase to or exceed \$0.92 per gallon budgeted for Fiscal Year 2016.

The price of natural gas on the open market continues to be lower than expected. The price began a steady downward trend in January 2015, and has remained below average through January 2016. The chart below gives a history of Omnitrans' price per gallon of natural gas for the past thirteen (13) months (Jan 2015 – Jan 2016).

The price per gallon decreased from a high of \$0.855 in January 2015 to a low of \$0.707 for January 2016. The price per gallon continues to be well below the \$0.92 budgeted for FY2016. The average price per gallon is \$0.709 or \$0.211 below budget for the past seven (7) months (Jul 2015 – Jan 2016). This equates to an estimated monthly savings of \$81,552 (\$0.211 x 386,500 gals).

We will continue to monitor the price of natural gas on the open market to determine if and when it would be prudent to implement a new hedging program.



PSG:DW



1700 W. Fifth St.  
San Bernardino, CA 92411  
909-379-7100  
www.omnitrans.org

ITEM #           E4          

**DATE:** January 14, 2016

**TO:** Committee Chair Ed Graham and  
Members of the Administrative and Finance Committee

**THROUGH:** P. Scott Graham, CEO/General Manager

**FROM:** Marjorie Ewing, Director of Human Resources Safety & Regulatory Compliance

**SUBJECT: PERSONNEL POLICY MANUAL CHANGES**

**FORM MOTION**

Recommend the Board of Directors adopt the proposed changes to Personnel Policy No. 607, Family Medical Leave of Absence, No. 608 - Sick Leave Policy, No. 613 - Holidays, and #704 - Harassment Prevention, effective February 3, 2016.

**BACKGROUND**

The Board of Directors originally approved the Omnitrans Personnel Policy Manual in January 1999, with subsequent changes made to various policies annually. The last update to Personnel Policies was adopted by the Board of Directors in July 2015, at which time the Board approved changes to sixteen policies.

Since that time, staff has been reviewing new California Labor Law and regulations and need to amend three of the four policies referenced above. The revisions to Policy No. 613 – Holidays are being proposed for employee morale.

The proposed changes have been sent electronically to County Counsel for review. The unions have also been notified of the proposed changes to the policies where meet and discuss are necessary.

**FUNDING SOURCE**

There are no increased costs associated with the recommended action.

\_\_\_\_\_ Verification of Funding Source and Availability of Funds.  
(Verified and initialed by Finance)

Short Range Transit Plan/Strategic Initiative Supported – Strategic Initiative 6 – Consistent Staff Levels.

**CONCLUSION**

Staff requests the Committee recommend adoption of the proposed Personnel Manual Policy changes to the Board of Directors.

PSG:ME



SUBJECT

**Family Medical Leave of Absence**

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

Proposed: February 3, 2016

DATE: May 7, 2008

**I. Purpose**

To state Omnitrans' policy concerning family leave under the Federal Family and Medical Leave Act of 1993 ("FMLA"), the California Family Rights Act of 1991 as amended ("CFRA"), and the Paid Family Leave of 2002 (PFL).

**II. Scope**

All Departments

**III. Procedure**

A. Eligibility -Employees are eligible for family and medical leave if:

1. The employee has been employed by Omnitrans for at least twelve (12) months before the leave is to begin; and
2. The employee has worked at least 1250 hours during the twelve (12)-month period before the leave is to begin.

B. Leave of Absence – Eligible employees may take a total of twelve (12) weeks (Twenty-six (26) combined weeks for Family Military Leave) of unpaid leave during a twelve (12)-month period (floating 365 day period measured backward from the date an employee uses any family leave) for one or more of these reasons:

1. Birth of a child of the employee and to care for such child, within twelve (12) months of birth.
2. Placement of a child with the employee for adoption or foster care, within twelve (12) months of the placement or adoption.
3. Serious health condition of a child or grandchild of the employee under the age of eighteen (18) or incapable of self-care.
4. Serious health condition of a spouse or parent, grandparents, siblings, or parent-in-law of the employee if such person spouse or parent has a serious health condition that requires the employee to provide full-time care. Parent is the biological parent or in loco parentis of the employee while a minor, and does not include in-laws.
5. Serious health condition of the employee that makes the employee unable to perform the essential functions of the job.



SUBJECT

**Family Medical Leave of Absence**

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

Proposed: February 3, 2016

DATE: May 7, 2008

6. Family Medical Leave to care for a service member by a spouse, son, daughter, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty – Military Family Leave.
  7. Military Active Duty Leave for any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the eligible employee is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation
- C. Serious Health Condition - A serious health condition is an illness, injury, impairment, or physical or mental condition which involves:
1. Any period of incapacity or treatment in connection with or due to inpatient care in a hospital, hospice, or residential medical care facility requiring an over night stay.
  2. Any period of incapacity requiring absence from work, school, or other regular daily activities of more than three calendar days, that also involves continuing treatment by a health care provider. Continuing treatment requiring two (2) or more treatments by a healthcare provider within a thirty (30) day period, or one (1) treatment with a continuing requirement to control the health condition. This does not include common colds, flu, earaches, stomachaches, mild ulcers or similar illnesses.
  3. Continuing treatment by, or under the supervision of, a health care provider for a chronic long-term health condition that is incurable or so serious that, if not treated, would result in a period of incapacity for more than three (3) calendar days, or for prenatal care.
- D. For leaves due to pregnancy-related disability which constitute a "serious health condition," the amount of leave taken will be counted towards the FMLA leave entitlement, but not towards the CFRA leave entitlement. CFRA may begin the day after disability ends for purposes of bonding with the newborn.
- E. Pregnancy Related Disability - Except for leaves taken due to pregnancy-related disability, the twelve (12)-week leave entitlements under the FMLA and the CFRA will run concurrently. The twelve (12) weeks of leave under the FMLA and the CFRA begins when the employee begins leave under the FMLA. The exception is pregnancy disability leave (PDL), which will begin the same day as FMLA, but not run concurrently with CFRA.



**SUBJECT**

**Family Medical Leave of Absence**

**APPROVED BY OMNITRANS  
BOARD OF DIRECTORS**

**Proposed: February 3, 2016**

**DATE: May 7, 2008**

- F. The leave time available to two (2) married employees who request leave due to the birth or placement of the same child is not combined; they may each take a total of twelve (12) weeks leave due to the birth or placement of a child during a twelve (12)-month period.
- G. Leave taken for birth or placement of a child can be taken in one continuous segment of up to twelve (12) weeks and must be taken within twelve (12) months of the birth or placement of the child. If leave is broken into segments, it must be taken in two-week increments after the initial leave period. Leave must be completed within twelve (12) months of the birth or placement of the child.
- H. Industrial Injury/Worker's Compensation Leave – All periods of absence, related to industrial injury or designated as Worker's Compensation leave, of either a continuous or intermittent nature, wherein the reason for the absences comply with the FMLA definition of a "serious health condition" will be designated as a Family Medical Leave.
- I. Leave Notice Requirement - An employee must give their supervisor at least thirty (30) days' written notice of intent to take leave, unless the need for the leave is unforeseeable. In that case, the employee must give written notice as soon as practicable, but in no case later than two (2) working days after return to work. An employee requesting leave for planned medical treatment is expected to schedule the treatment at times which would minimize disruption to Agency operations.
- J. Leave taken to attend to the serious health condition of the employee or the employee's child, spouse or parent may be taken in one continuous segment of up to twelve (12) weeks, or may be taken on an intermittent or reduced leave schedule if medically necessary.
- K. The employee must reasonably try to schedule the leave so as not to unduly interrupt operations.
- L. Omnitrans may require an employee choosing to take intermittent or reduced leave to transfer temporarily to another position in the organization for which the employee is qualified and which provides the same pay and benefits and better accommodates the employee's recurring periods of leave.
- M. Omnitrans reserves the right to fill the employee's vacant position after twelve (12) weeks (except workers compensation, PDL leaves, and Military Family Leave).



SUBJECT

**Family Medical Leave of Absence**

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

Proposed: February 3, 2016

DATE: May 7, 2008

- N. Insurance Coverage While On Leave - The employee, while on unpaid leave, remains covered by the group health plan up to twelve (12) weeks (Except for Military Family Leave for which this is Twenty-Six (26) Weeks) to the same extent as an active employee, provided they pay to Omnitrans any amount of premium that an active employee must pay for this coverage. For employees requiring leaves exceeding twelve (12) weeks, they and certain family members have the right to continue healthcare coverage through COBRA, at their expense, under the Agency's group health plans.
- O. An employee on leave does not lose any benefit which accrued before the first day of leave. The leave period is treated as continued service for purposes of longevity, or any employee benefit plan to the same extent as any other unpaid leave. However, an employee does not accrue any other benefit during the leave period, nor does the leave entitle the employee to any greater right than the employee would have had if the employee had not taken a FMLA leave.
- P. An employee on leave may continue to participate in any employee benefit plan, including any life insurance, short-term or long-term disability insurance, pension or retirement plan, to the same extent and under the same conditions as apply to other unpaid leaves.
- Q. Accrued Benefits During Leave - An employee's accrued paid sick leave or disability leave is applied only to leave due to an employee's own serious health condition. An employee may also elect to substitute accrued sick leave for leave taken to care for a family member with a serious health condition up to forty-eight (48) hours or as specified in the MOU (Memorandum of Understanding) of the bargaining unit which represents the employee. Once accrued paid leave is exhausted for the employee's own condition, or the maximum allowed for sick family is used, the remainder of the leave is unpaid. Accrued paid vacation may be applied upon specific request after accrued paid sick leave has been exhausted or in cases where the use of those accruals does not apply. Use of accrued paid vacation for FMLA leave may affect an employee's ability to be paid for later vacation periods already scheduled for the year as well as the amount of vacation they may be allowed to bid in the following year based upon past practice of each affected department within the Agency.
- R. Return From Leave - An employee returning from leave is reinstated to the same position or an equivalent position, with equivalent pay, benefits, and other terms of employment, unless the employee would not otherwise have been employed when reinstatement is requested. An employee on leave must notify the Human Resources Leave Administrator of the date their supervisor in writing of intent to return at least two (2) working days before the reinstatement



SUBJECT

**Family Medical Leave of Absence**

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

Proposed: February 3, 2016

DATE: May 7, 2008

date.

S. Leave Request - An employee who requests leave to care for the employee's own serious health condition, or for a family member's serious health condition, must complete a "Request for Leave of Absence Form" and submit it to the Human Resources, Safety & Regulatory Compliance Department.

T. Medical Leave Certification –An employee who requests leave to care for the employee's own serious health condition, for a family member's serious health condition, or Family Military Leave must have certification completed by the treating health care provider which justifies the leave. The Medical Certification form will be utilized to obtain certification by healthcare providers. The employee must provide this certification at time of request if possible, or within fifteen (15) days after Omnitrans requests it, unless it is not practicable to do so and once per year thereafter for continuing/intermittent leave. Failure to timely provide the required certification may affect the employee's ability to take leave as requested.

If FMLA/CFRA leave is taken to care for a qualified family member, the Omnitrans form must also state the family member has a chronic medical condition which requires the employee's presence to provide care. The Agency reserves the right to require proof of the familial relationship.

Where the leave is required for a personal health condition, the Agency reserves the right to require a second or third medical opinion, at the company's expense when there is a good faith, objective reason to doubt the validity of the certification, regarding the need for such a leave as permitted by Federal/State law.

Military Active Duty Leave Certification – Certification of Active Duty or call to active duty paperwork will be required at the time of request where practicable or within fifteen (15) days after Omnitrans requests it.

U. For Family Military leave during the ~~twelve-month~~ 12-month FMLA period, an employee is entitled to a combined total of 26 work weeks. An eligible employee may take 12 weeks of non-military related FMLA leave and an additional 14 weeks of FMLA leave to care for a covered service member, but an eligible employee may not take more than 26 weeks, total, during the 12-month period.

V. Follow Up Procedure - Omnitrans also requires employees on leave to inform their Department Director or Manager of their status and intent to return to work by means of an Omnitrans "Request for Leave of Absence Form" at least every thirty (30) days. When the leave is for their personal serious health condition, a



SUBJECT

**Family Medical Leave of Absence**

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

Proposed: February 3, 2016

DATE: May 7, 2008

medical off-work order from their healthcare provider for the additional period of requested leave must be submitted to substantiate the request.

- W. Medical Opinions - Omnitrans at its own expense may require a second opinion from a healthcare provider designated by Omnitrans regarding an employee's health condition.
- X. In the event of a conflict between the two (2) opinions, Omnitrans may, at its own expense, require a third (3<sup>rd</sup>) and final opinion from a medical professional jointly designated by Omnitrans and the employee. That opinion shall bind Omnitrans and the employee.
- Y. Key Employees - Omnitrans will inform FMLA defined "key employees" as to what affect leave will have on their employment as soon as that determination is made. The FMLA defines key employees as salaried employees who are in the highest paid ten (10) percent of the employer's workforce within seventy-five (75) miles of the employee's worksite. (See Policy 110)

The FMLA regulations state that an employer may deny reinstatement at the end of an FMLA leave to a highly compensated key employee if reinstatement would cause "substantial and grievous economic injury" to the employer's operations. To determine whether reinstatement of a key employee will cause substantial and grievous economic injury, the regulations suggest that the Agency may take into consideration whether reinstatement immediately threatens the economic viability of the Agency or whether it will cause long-term economic injury.

- Z. Return To Work - Finally, an employee returning from leave taken for the employee's serious health condition must provide certification from the employee's health care provider that the employee is able to resume work ~~without restriction of essential job functions.~~ Employees who are required to maintain a commercial driver's license may be required to undergo and pass a fitness for duty exam by Omnitrans Industrial Medical Clinic at company expense before returning to work to ensure the Department of Transportation certification remains valid.



SUBJECT

**Sick Leave Pay**

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

Proposed February 3, 2016

DATE: July 7, 2010

**I. Purpose**

To state Omnitrans' policy concerning sick leave pay.

**II. Scope**

All Departments

**III. Procedure**

**FULL TIME EMPLOYEES**

- A. Sick leave pay will be granted to all regular full-time employees within the Omnitrans employment system. Employees accrue sick leave credits at the rate of 3.7 hours per bi-weekly pay period. Sick leave accrual will start on date of hire or appointment to full time status, whichever is later, and credited ninety six (690) months days thereafter or credited under the terms of the Memorandum of Understanding. No use of sick leave is available in the first ninety six (690) days months of employment. The coordination of sick leave and state disability insurance may be authorized when employees are absent due to illness/injury absences. Sick leave is not accrued if in an unpaid leave of absence status. No accruals will be earned based on time worked in an overtime status. Sick hours paid do not constitute hours worked and will not be credited for overtime purposes.
- B. Any such leave accrued but unused in any year shall be cumulative for succeeding years. Sick leave shall not be considered as a right, which an employee may use at their discretion, but shall be allowed and approved only in accordance with this policy, the respective MOU, or legal requirement.
- C. Any abuse of sick leave is cause for disciplinary action up to and including dismissal by the appointing authority. (Refer to Attendance Policy 213 & 705).
- D. Employees eligible for sick leave may be granted such leave when they are incapacitated from the performance of their duties by sickness, injury or through exposure to contagious disease, or, when the presence of the employee at their post of duty would jeopardize the health of others.
- E. Definition. Sick leave pay is an insurance or protection provided by Omnitrans to be granted in circumstances of adversity to promote the health of the individual regular full-time employee. It is not an earned right to time off from work. Sick leave is defined to mean the legitimate absence from duty of a full-time employee because of illness, injury or exposure to contagious disease that could jeopardize the health of others, pregnancy, or attendance to a member of the immediate family. Immediate family is defined as spouse, domestic partner, dependent child, domestic partner's child or stepchild living in home or minor of permanent legal custody, mother, father, brother or sister. In no event will the



SUBJECT

**Sick Leave Pay**

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

Proposed February 3, 2016

DATE: July 7, 2010

use of sick leave for the care of the immediate family exceed a total of forty-eight (48) hours per calendar year. A "domestic partner" requires a Declaration of Domestic Partnership filed with the Secretary of State.

- F. The term "contagious disease" means disease or illness subject to quarantine or requiring isolation or restriction of movement of the patient for a particular period in accordance with regulations prescribed by the local health authorities having jurisdiction. If no definite time period is specified by the regulations, the period shall be determined by the attending physician. When sick leave is granted under these circumstances, an explanatory medical certificate from the physician is required.
- G. An employee who is absent on account of sickness must notify their supervisor as early as practical, but no later than the start of their shift, except in extenuating circumstances, or as is required by departmental rules.
- H. Proof. The supervisor may request a doctor's certificate or other adequate proof of illness. All absences of three (3) consecutive days or more will require a written doctor's release to return to work.
- I. Written application for sick leave pay must be filed with the employee's supervisor within the pay period in which the employee returns to duty.
- J. Requests for sick leave pay may only be approved by an employee's supervisor, consistent with this section and any applicable Memorandum of Understanding provision. For the purpose of computing sick leave, employment shall be considered to have commenced as of the date of hire. Sick leave shall not be taken as vacation time, nor compensated for in cash, except as provided in paragraph M of this policy.
- K. Employees with advance knowledge of a physician-directed absence due to a medical condition must present written certification prior to the absence indicating the reason and length of absence in order to utilize sick leave.
- L. The CEO/General Manager or designee shall have the power to require that any employee claiming sick leave pay benefits be examined by a designated physician, and in the event of an adverse report, to reject such claim for sick leave, in whole or in part and to terminate sick leave compensation. In the event of the refusal of any employee to submit to such examination after request, the CEO/General Manager or designee may disallow sick leave compensation and reject any subsequent claims. The CEO/General Manager or designee shall have the right to require the presentation of a certificate from a practicing physician, or a physician designated by the Agency, stating that an employee is physically or psychologically able to perform the employee's work and duties satisfactorily before permitting an employee who has been on sick



SUBJECT

Sick Leave Pay

APPROVED BY OMNITRANS BOARD OF DIRECTORS

Proposed February 3, 2016

DATE: July 7, 2010

leave to return to work.

M. A non-represented active employee who has accumulated sick leave pay of more than one hundred twenty (120) hours as of the close of the first pay period ending in November may choose to retain all unused accumulated sick leave and continue to accrue sick leave or to receive a single payment at his/her current rate of pay for the amount up to the annual accrual amount of ninety-six (96) hours minus sick hours used in the calendar year. If the employee elects to receive payment, it shall be paid in the first pay period of December of that year.

Example:

An employee must maintain one hundred twenty (120) hours on the books after the sick-time buy-out (up to a maximum of ninety-six (96) hours) per the sick-time buy-out year.

Represented employees will follow their applicable MOU provision.

N. Upon voluntary termination of employment, retirement, or death, after ten (10) years of service, an employee or the estate of the employee (except for Management/Confidential employees), will be paid for unused sick leave accrued to the date of termination of employment, according to the following formula or the applicable Memorandum of Understanding provision:

<u>1. Sick Leave Pay Accrued as of Date of Termination of employment</u>	<u>Cash Payment % of Hours of Accrued Sick Leave Pay</u>
480 hours or less	30%
481 hours to 600 hours	35%
601 hours to 720 hours	40%
721 hours to 840 hours	45%
841 hours to 1,200 hours (max.)	50%

Upon voluntary resignation, retirement or death after ten (10) years of service or applicable MOU, an employee may, at their option, elect to place 50% of their accumulated sick leave balance into the Vantage Care Fund, with a minimum contribution of \$5,000, that could only be used to purchase health insurance premiums or other out of pocket medical expenses upon separation until those funds are consumed.

2. All Management and Confidential employees having served less than ten (10) years of service, shall upon voluntary termination of employment, retirement or death, receive compensation for unused sick leave pay in accordance with the above schedule.

3. All Management and Confidential unit employees, having more than ten (10) years of service, shall upon voluntary termination of employment, retirement,



SUBJECT

**Sick Leave Pay**

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

Proposed February 3, 2016

DATE: July 7, 2010

or death, receive 50% of all accrued sick leave pay, up to a maximum of 1200 hours. Example of cash out - 50% of 1200 hours accrued equates to a maximum of six hundred (600) hours paid.

*Sick Leave pay may be accrued in excess of 1200 hours and used in accordance with Sick Leave Pay Policy, but will not be available for cash out.*

4. For the purpose of this policy, the word "retirement" shall have the meaning ascribed to it and the definition therefore as set forth in Section 20035 of the Government Code.
  5. The CEO/General Manager may, at his/her discretion, offer an incentive which may be specific to certain classifications. Any incentive offered shall be within approved budget constraints and not conflict with terms of the MOU(s). Omnitrans will attempt to avoid reductions in force and, whenever possible, will consider alternatives to reductions in force before any final decisions are made. Any incentive offered shall be within approved FY budget constraints.
- O. Sick leave pay for work related (workers' compensation) injuries sustained in the line of duty shall be granted under the applicable Memorandum of Understanding provision or as follows:
1. Sick leave pay may be utilized to supplement Workers' Compensation payments. Exempt employees will be compensated with regular pay during the waiting period. Work time lost due to such injuries will be compensated until such time as the claim is approved. This pay will not be granted for the employees regularly scheduled time off. Employees requiring further absence from work will be paid according to the provisions of the State of California's Workers Compensation Act.

Employees receiving temporary disability compensation may, upon approval of the Director of Human Resources, Safety & Regulatory Compliance coordinate these payments with any accrued available leave time (sick leave, vacation, etc.) to allow for full net compensation similar to that earned when working.



SUBJECT

**Sick Leave Pay**

APPROVED BY OMNITRANS  
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Proposed February 3, 2016

DATE: July 7, 2010

**PART TIME AND TEMPORARY EMPLOYEES**

California Legislature passed the California Healthy Workplaces, Healthy Families Act, as amended (the “Act”), which requires California employers to provide paid sick leave to all employees.

An employee who, on or after July 1, 2015, works in California for 30 or more days within a year from the beginning of employment, is entitled to paid sick leave. Employees, including part-time and temporary employees, will earn at least one hour of paid leave for every 30 hours worked. Accrual begins on the first day of employment or July 1, 2015 whichever is later.

Any negotiated terms of a collective bargaining agreement which provide more generous sick pay terms and conditions to covered employees will continue to apply. Part-time and temporary employees not covered with a CBA (Collective Bargaining Agreement) will be entitled to paid sick leave as stated below.

The agency limits the amount of paid sick leave an employee can use in one year to 24 hours or three days. Accrued paid sick leave may be carried over to the next year, but is capped at 48 hours or six days. Accrued but unused sick leave, is not paid out at separation. If an employee covered by this Policy is rehired by Omnitrans, within one year of being separated from employment, the employee’s previously accrued and unused paid leave will be reinstated.

Employees may begin using their accrued paid leave on the 90<sup>th</sup> day after their start date, assuming they have already worked 30 days in California.

Employees are entitled to use paid leave for absences from work:

- resulting from their own physical or mental illness, injury or medical condition, or from obtaining professional medical diagnosis or care, or preventative medical care;
- for the purpose of caring for a family member with a physical or mental illness, injury or medical condition, or who needs professional medical diagnosis or care, or preventative medical care;
- for the purpose of seeking or obtaining medical, social or legal services pertaining to the stalking, domestic violence or sexual abuse of the employee or employee’s family member; and
- for the purpose of responding to a public health or school emergency.
- An employee shall make a reasonable effort to schedule paid leave in a manner that does not unduly disrupt Omnitrans’ operations. If the need for paid sick leave is foreseeable, the employee shall provide reasonable advance notification. If the need for paid sick leave is unforeseeable, the employee shall provide notice of the need for the sick leave as soon as practicable.
- Omnitrans may seek documentation or information regarding the nature of an employee’s family member’s injury, illness or condition as permitted by law.



**SUBJECT**

**Sick Leave Pay**

**APPROVED BY OMNITRANS  
BOARD OF DIRECTORS**

**Proposed February 3, 2016**

**DATE: July 7, 2010**

Employees have the right to request and use accrued sick leave. Employees may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave in accordance with the Act.

- Employees who believe that Omnitrans has violated their rights under the Act should report their complaints to the Human Resources Safety Regulatory Compliance Department.

DRAFT



SUBJECT

Holidays

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

PROPOSED: February 3, 2016

DATE: January 1, 1999

**I. Purpose**

To state Omnitrans' policy on holiday pay.

**II. Scope**

All Departments

**III. Procedure**

- A. There are a total of eleven (11)-scheduled holidays during the calendar year. These holidays are divided into Non-Operational Holidays, and Operational Holidays and Floating Holidays. A holiday is considered an 8-hour day for payroll purposes.
1. Non-Operational Holidays are days on which no transit service is provided and include New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
  2. Operational Holidays are days on which transit service is provided and include ~~President's Day (the third Monday in February), Veterans Day, Columbus Day (second Monday in October), the Day after Thanksgiving, and the Day before Christmas.~~
  3. Floating Holidays: **Effective 2016** The President's Day and Columbus Day Holidays will be replaced with two (2) floating holidays. Exempt employees and Management Confidential employees may **must** request to use the Floating Holidays during the calendar year based upon approval from their ~~Department Director~~ **immediate supervisor**. Floating Holidays for hourly employees are governed by their respective MOU's.
- B. All non-exempt full time employees (except Coach Operators, Maintenance, Operations and Marketing personnel needed to support the delivery of transit service), are allowed both non-operational and operational holidays at full pay when such holidays occur within their regularly scheduled work period, provided they are in a regular work status, vacation, jury duty or military leave status during any portion of the work day immediately preceding and following the holiday.
- C. Coach Operators and specifically designated (by the appropriate Department Director) Maintenance, Operations and Marketing personnel needed to support the delivery of transit service shall enjoy all except operational holidays. Those



**SUBJECT**

**Holidays**

**APPROVED BY OMNITRANS  
BOARD OF DIRECTORS**

**PROPOSED:** February 3, 2016

**DATE:** January 1, 1999

employees required to work operational holidays will receive their regular pay in addition to holiday pay, at a straight rate of pay. Such holiday pay will not be considered for the purpose of calculating overtime pay. Those employees not required to work operational holidays (because they occur on a regularly scheduled day off), will be compensated for such a holiday with full pay. Operational holidays will be compensated only if the employee is in a regular pay status during any portion of the work day immediately preceding and following the holiday.

- D. In cases where exempt employees are unable to report for work on the day preceding and the day following a holiday due to illness, a doctor's certificate must be submitted to the immediate supervisor indicating the employee's disability for work upon return to work in order for payment to be made.
- E. For all employees (except Coach Operators, Maintenance & Operations personnel needed to support the delivery of transit service) non-operational and operational holidays will be allowed on a Monday, if any such holiday falls on a Sunday and will be allowed on the preceding Friday if such holiday falls on Saturday. For employees designated as needed to support the delivery of transit service, non-operational holidays only will be allowed on the preceding Friday, if such holiday falls on a Saturday.
- F. Holidays earned in a calendar year cannot be accrued beyond the total number of holidays allowed each year in this policy. If it becomes necessary for an exempt employee to work on any of the stipulated holidays, then they will be allowed another day off of equal time and pay, following approval by the appropriate Department Director.
- G. Employees (Coach Operators, Maintenance, Operations and Marketing personnel needed to support the delivery of transit service) will not be allowed the choice of receiving pay for the operational holiday listed as the day before Christmas or the day before New Years, but will automatically be compensated for the day before Christmas.



## PERSONNEL POLICY MANUAL

POLICY 704 PAGE 1 OF 4

### SUBJECT

### Harassment Prevention

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

PROPOSED: February 3, 2016

DATE: April 6, 2005

## I. Purpose

To state Omnitrans' policy on providing a workplace free of discrimination and harassment; to provide a method of investigating complaints in compliance with Civil Right Act of 1991 which affects all major federal laws about discrimination in the workplace, including all aspect of the Civil Rights Act of 1964, the ADEA, the ADA, the Rehabilitation Act of 1973, FEHA/EEOC or California Unfair Competition Law (UCL) and/or any other applicable code.

## II. Scope

All Departments

## III. Procedure

- A. All employees, supervisory, and non-supervisory alike, must comply with this policy and take appropriate measures to insure that such conduct does not occur. This policy covers, but is not limited to, discrimination and harassment for the following reasons: race, color, national origin, religion, age, sex, sexual harassment, gender harassment, harassment due to pregnancy, childbirth or related medical conditions, sexual orientation, gender identity, marital status, mental or physical disability, veteran status, and any other protected basis protected under federal, state or local law.
- B. This policy applies to all employees and applicants for employment in all hiring aspects of the employment relationship, including recruitment, hiring, promotion, transfer, training, compensation, benefits, employee activities and termination of employment. It also applies to how employees treat and are treated by customers, vendors, and other people related to our business. Per AB1825, any employee who is required to supervise or gives direction to other employees will be mandated required to attend a two (2) hour sexual harassment training session every two (2) years.
- C. Harassment may take many forms. It includes, by way of example:
1. Verbal conduct such as epithets, derogatory jokes or comments, slurs, or unwanted sexual advances, invitations or comments.
  2. Visual conduct such as derogatory and/or sexually-oriented posters, photography, cartoon, drawings, or gestures.
  3. Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race, or other protected



SUBJECT

**Harassment Prevention**

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

PROPOSED: February 3, 2016

DATE: April 6, 2005

basis.

- 4. Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors.

D. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other offensive verbal or physical conduct that is either sexual in nature or directed at someone because of his or her gender. Sexual harassment undermines the employment relationship by creating an intimidating, hostile, or offensive work environment and will not be tolerated.

E. Sexual harassment may take different forms. There is no requirement of sexual desire for behavior to be considered sexual harassment, though other elements are necessary for the wrongful behavior to rise to the level of unlawful sexual harassment. One specific form of sexual harassment is the demand for sexual favors in exchange for some job benefit. Other forms of harassment include, but are not limited to:

- 1. Verbal-sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, threats.
- 2. Non-verbal-sexually suggestive objects or pictures (e.g., scantily clad models, cartoons, etc.) suggestive or insulting sounds, leering, whistling, obscene gestures.
- 3. Physical-unwanted physical contact, including touching, pinching, brushing the body, pushing.

F. Whatever form it takes, harassment is insulting and demeaning to the recipient and will not be tolerated in the work place. Violations of this policy may result in disciplinary action up to and including termination of employment

G. All employees must comply with this policy and take appropriate measures to prevent harassment from occurring. Managers and supervisors are responsible for informing their employees that such conduct will not be tolerated and is subject to immediate corrective action. Managers and supervisors are also responsible for reporting any complaints of harassment to their supervisor or to Human Resources Safety & Regulatory Compliance so that a prompt, fair and thorough investigation can be conducted.



## PERSONNEL POLICY MANUAL

POLICY 704 PAGE 3 OF 4

### SUBJECT

### Harassment Prevention

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

PROPOSED: February 3, 2016

DATE: April 6, 2005

H. Omnitrans encourages any employee who believes that he or she is being discriminated or harassed to come forward and report such incidents to management. Any employee who believes that he or she has been subjected to discrimination or harassment from either co-worker, supervisor, or non-employee is encouraged to make it clear to the offender that such behavior is offensive and should immediately bring the matter to the attention of management in the manner described below:

1. If appropriate, an employee can report concerns directly to his/her supervisor. In cases where it is inappropriate to discuss issues with supervisors or department heads, the employee should contact the CEO/General Manager or the Director of HR Safety & Regulatory Compliance. ~~the below listed individuals should be contacted. Under no circumstances need a~~An employee is not under any obligation to report the discrimination or harassment to a supervisor whom he or she is accusing of discrimination or harassment.
  2. ~~If a situation develops which an employee feels should be investigated, the employee should provide a written complaint to either of the following:~~
    - CEO/General Manager
    - Director of Human Resources, Safety & Regulatory Compliance
  3. Once a complaint is received, Omnitrans will conduct a promptly, and thoroughly and fair investigation any complaint as it arises and will take appropriate action to correct the situation if the circumstances warrant remedial or disciplinary action.
  4. Omnitrans will not retaliate or allow any form of retaliation against any employee for making a complaint or participating in an investigation.
- I. Omnitrans will, to the maximum extent feasible, maintain the confidentiality of such complaints on a need-to-know basis. However, investigation of such complaints will generally require disclosure of the allegations to the accused party and other witnesses in order to gather pertinent facts.
- J. If Omnitrans determines that unlawful discrimination or harassment has occurred, remedial action will be taken in accordance with the circumstances involved. If the conclusions reached in an investigation reveal a policy violation or other wrongful conduct, the accused employee ~~Any employee determined by Omnitrans to be responsible for unlawful discrimination or harassment will be~~ subject to appropriate disciplinary action, up to and including termination of employment.



## PERSONNEL POLICY MANUAL

POLICY 704 PAGE 4 OF 4

SUBJECT

### Harassment Prevention

APPROVED BY OMNITRANS  
BOARD OF DIRECTORS

PROPOSED: February 3, 2016

DATE: April 6, 2005

K. ~~Whenever action is taken against the harasser,~~ The appropriate company representative will communicate with the complainant at the end of any investigation and, if remedial or disciplinary action is taken against the accused party, the employee lodging the complaint will be told corrective action is being taken, although that does not mean all details will be shared with the complaining party since some of the information may be private or confidential. ~~and Omnitrans maintains will take action deemed appropriate in its sole and absolute discretion to remedy the situation based on the specific circumstances. any loss to the employee resulting from harassment.~~ Omnitrans will not retaliate against any employee for filing a complaint and will not tolerate or permit retaliation~~ing~~ by management, employees, or coworkers.

L. Employees should also be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment & Housing investigate and prosecute complaints of prohibited harassment in employment and may be contacted by the employee at anytime.

EEOC

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DFEH

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