

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559



Agenda - Final

Wednesday, July 19, 2023
1:30 PM

JoAnn Busenbark Board Room

NVTa Board of Directors

All materials relating to an agenda item for an open session of a regular meeting of the NVTa Board of Directors are posted on the NVTa website at: <https://nctpa.legistar.com/Calendar.aspx>

This meeting will be conducted as an in-person meeting at the location noted above. Remote teleconference access is provided for the public's convenience and in the event a Board Member requests remote participation due to just cause or emergency circumstances pursuant to Government Code section 54953(f). Please be advised that if a Board Member is not participating in the meeting remotely, remote participation for members of the public is provided for convenience only and in the event that the Zoom teleconference connection malfunctions for any reason, the Board of Directors reserves the right to conduct the meeting without remote access and take action on any agenda item. The public may participate telephonically or electronically via the methods below:

- 1) To join the meeting via Zoom video conference from your PC, Mac, iPad, iPhone or Android: go to <https://zoom.us/join> and enter meeting ID 997 5007 2830
- 2) To join the Zoom meeting by phone: dial 1-669-900-6833, enter meeting ID: 997 5007 2830 If asked for the participant ID or code, press #.
- 3) Watch live on YouTube: <https://www.youtube.com/channel/UCrpiLcW9uRmA0EE6w-eKZyw?app=desktop>

The agenda will be posted 72 hours prior to the meeting and will be available for public inspection, on and after at the time of such distribution, in the office of the Secretary of the NVTa Board of Directors, 625 Burnell Street, Napa, California 94559, Monday through Friday, between the hours of 8:00 a.m. and 4:30 p.m., except for NVTa holidays. Should the office be closed or staff is working remotely due to a declared emergency, you may email info@nvtca.ca.gov to request a copy of the agenda. Public records related to an agenda item that are distributed less than 72 hours before this meeting are available for public inspection during normal business hours at the NVTa office at 625 Burnell

Street, Napa, CA 94559 and will be made available to the public on the NVTA website at nvta.ca.gov. Availability of materials related to agenda items for public inspection does not include materials which are exempt from public disclosure under Government Code sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22.

Members of the public may comment on matters within the subject matter of the Board's jurisdiction, that are not on the meeting agenda during the general Public Comment item at the beginning of the meeting. Comments related to a specific item on the agenda must be reserved until the time the agenda item is considered and the Chair invites public comment. While members of the public are welcome to address the Board, under the Brown Act, Board members may not deliberate or take action on items not on the agenda, and generally may only listen.

Members of the public may submit a public comment in writing by emailing info@nvta.ca.gov by 10:00 a.m. on the day of the meeting with PUBLIC COMMENT as the subject line (for comments related to an agenda item, please include the item number). All written comments should be 350 words or less, which corresponds to approximately 3 minutes or less of speaking time. Public comments emailed to info@nvta.ca.gov after 10 a.m. the day of the meeting will be entered into the record but not read out loud. If authors of the written correspondence would like to speak, they are free to do so and should raise their hand and the Chair will call upon them at the appropriate time.

1. To comment while attending via Zoom, click the "Raise Your Hand" button (click on the "Participants" tab) to request to speak when Public Comment is being taken on the Agenda item. You must unmute yourself when it is your turn to make your comment for up to 3 minutes. After the allotted time, you will then be re-muted. Instructions for how to "Raise Your Hand" are available at <https://support.zoom.us/hc/en-us/articles/205566129-Raise-Hand-In-Webinar>.

2. To comment by phone, press "*9" to request to speak when Public Comment is being taken on the Agenda item. You must unmute yourself by pressing "*6" when it is your turn to make your comment, for up to 3 minutes. After the allotted time, you will be re-muted.

The methods of observing, listening, or providing public comment to the meeting may be altered due to technical difficulties or the meeting may be cancelled, if needed.

Note: Where times are indicated for agenda items, they are approximate and intended as estimates only, and may be shorter or longer as needed.

Information on obtaining the agenda in an alternate format is noted below:

Americans with Disabilities Act (ADA): This Agenda shall be made available upon request in alternate formats to persons with a disability. Persons requesting a disability-related modification or accommodation should contact Laura Sanderlin, NVTA Board Secretary, at (707) 259-8633 during regular business hours, at least 48 hours prior to the time of the meeting.

Acceso y el Título VI: La NVTA puede proveer asistencia/facilitar la comunicación a las personas discapacitadas y los individuos con conocimiento limitado del inglés quienes quieran dirigirse a la Autoridad. Para solicitar asistencia, por favor llame al número (707) 259-8633. Requerimos que solicite asistencia con tres días hábiles de anticipación para poderle proveer asistencia.

Ang Accessibility at Title VI: Ang NVTA ay nagkakaloob ng mga serbisyo/akomodasyon kung hilingin ang mga ito, ng mga taong may kapansanan at mga indibiduwal na may limitadong kaalaman sa wikang Ingles, na nais na matugunan ang mga bagay-bagay na may kinalaman sa NVTA-TA Board. Para sa mga tulong sa akomodasyon o pagsasalin-wika, mangyari lang tumawag sa (707) 259-8633. Kakailanganin namin ng paunang abiso na tatlong araw na may pasok sa trabaho para matugunan ang inyong kahilingan.

1. Call to Order
2. Consideration and Approval of Board Member Requests for Remote Participation
3. Roll Call
4. Adoption of the Agenda
5. Public Comment
6. Chairperson's, Board Members', Metropolitan Transportation Commissioner's, and Association of Bay Area Governments Update
7. Executive Director's Update
8. Caltrans' Update

Note: Where times are indicated for the agenda items, they are approximate and intended as estimates only and may be shorter or longer as needed.

9. PUBLIC HEARINGS

- 9.1 **Public Hearing and Federal Transit Administration (FTA) Section 5310 Grant Application to the California Department of Transportation (Caltrans) (Antonio Onorato) (Pages 8-13)**

Recommendation: That the Napa Valley Transportation Authority (NVTB) Board:

- (1) Hold a Public Hearing; and
- (2) Approve Resolution No. 23-21 authorizing the Executive Director or designee to submit an FTA Section 5310 grant application to Caltrans seeking grant funding for ADA paratransit replacement vehicles.

Time Certain: 2:00 p.m.

Attachments: [Staff Report](#)

10. PRESENTATIONS

10.1 Project Update (Grant Bailey)

Estimated Time: 2:15 p.m.

10.2 Vision Zero Update (Diana Meehan)

Estimated Time: 2:30 p.m.

11. CONSENT AGENDA ITEMS**11.1 Meeting Minutes of June 21, 2023 (Laura Sanderlin) (Pages 14-17)**

Recommendation: Board action will approve the minutes of June 21, 2023 special meeting.

Estimated Time: 2:40 p.m.

Attachments: [Draft Minutes](#)

11.2 Revised Policies, Practices, and Procedures Manual: Personnel (Laura Sanderlin) (Pages 18-173)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve the revised NVTA Personnel Policies Manual.

Estimated Time: 2:40 p.m.

Attachments: [Staff Report](#)

11.3 Purchase Order 23-P3012 to acquire Radios for Vine vehicles (Rebecca Schenck) (Pages 174-193)

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to Purchase Order 23-P3012 to upgrade radios for an amount not to exceed \$160,000.

Estimated Time: 2:40 p.m.

Attachments: [Staff Report](#)

**11.4 Resolution 23-20 and Disposing of Non-Performing Assets
(Antonio Onorato) (Pages 194-199)**

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board:

- (1) Declare certain fixed assets as non-performing, and
- (2) Approve Resolution No. 23-20 Authorizing the disposal of fixed asset property items according to the Policies, Practices, and Procedures Chapter 7- Financial Management, Section 7.3: Asset Management; and Federal Transit Administration Circular 5010.1E requirements.

Estimated Time: 2:40 p.m.

Attachments: [Staff Report](#)

12. REGULAR AGENDA ITEMS

**12.1 Transportation Development Act Article 3 (TDA-3) Countywide
Claim for Fiscal Year (FY) 2023-24 (Diana Meehan) (pages 200-206)**

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 23-22 requesting the FY 2023-24 TDA-3 allocation for Pedestrian/Bicycle project funds in the amount of \$150,000 from the Metropolitan Transportation Commission (MTC) as part of the annual Countywide Claim.

Estimated Time: 3:00 p.m.

Attachments: [Staff Report](#)

**12.2 Federal and State Legislative Update (Kate Miller) (Pages
207-230)**

Recommendation: That the Napa Valley Transportation Authority (NVTA) Board receive the Federal and State Legislative update prepared by Platinum Advisors.

Estimated Time: 3:15 p.m.

Attachments: [Staff Report](#)

13. FUTURE AGENDA ITEMS

14. ADJOURNMENT

14.1 The next Regular Meeting is September 20, 2023.

I hereby certify that the agenda for the above stated meeting was posted at a location freely accessible to members of the public at the NVTA Offices, 625 Burnell Street, Napa, CA by 5:00 p.m. by Friday, July 14.

Laura Sanderlin

Laura M. Sanderlin, NVTA Board Secretary

Glossary of Acronyms

AB 32	Global Warming Solutions Act	FAS	Federal Aid Secondary
ABAG	Association of Bay Area Governments	FAST	Fixing America's Surface Transportation Act
ACFR	Annual Comprehensive Financial Report	FHWA	Federal Highway Administration
ADA	American with Disabilities Act	FTA	Federal Transit Administration
APA	American Planning Association	FY	Fiscal Year
ATAC	Active Transportation Advisory Committee	GHG	Greenhouse Gas
ATP	Active Transportation Program	GGRF	Greenhouse Gas Reduction Fund
BAAQMD	Bay Area Air Quality Management District	GTFS	General Transit Feed Specification
BAB	Build America Bureau	HBP	Highway Bridge Program
BART	Bay Area Rapid Transit District	HBRR	Highway Bridge Replacement and Rehabilitation Program
BATA	Bay Area Toll Authority	HIP	Housing Incentive Program
BIL	Bipartisan Infrastructure Law (IIJA)	HOT	High Occupancy Toll
BRT	Bus Rapid Transit	HOV	High Occupancy Vehicle
CAC	Citizen Advisory Committee	HR3	High Risk Rural Roads
CAP	Climate Action Plan	HSIP	Highway Safety Improvement Program
CAPTI	Climate Action Plan for Transportation Infrastructure	HTF	Highway Trust Fund
Caltrans	California Department of Transportation	HUTA	Highway Users Tax Account
CASA	Committee to House the Bay Area	HVIP	Hybrid & Zero-Emission Truck and Bus Voucher Incentive Program
CBTP	Community Based Transportation Plan	IFB	Invitation for Bid
CEQA	California Environmental Quality Act	ITIP	State Interregional Transportation Improvement Program
CIP	Capital Investment Program	ITOC	Independent Taxpayer Oversight Committee
CMA	Congestion Management Agency	IS/MND	Initial Study/Mitigated Negative Declaration
CMAQ	Congestion Mitigation and Air Quality Improvement Program	JARC	Job Access and Reverse Commute
CMP	Congestion Management Program	LCTOP	Low Carbon Transit Operations Program
CalSTA	California State Transportation Agency	LIFT	Low-Income Flexible Transportation
CTA	California Transit Association	LOS	Level of Service
CTP	Countywide Transportation Plan	LS&R	Local Streets & Roads
CTC	California Transportation Commission	LTF	Local Transportation Fund
CY	Calendar Year	MaaS	Mobility as a Service
DAA	Design Alternative Analyst	MAP 21	Moving Ahead for Progress in the 21 st Century Act
DBB	Design-Bid-Build	MPO	Metropolitan Planning Organization
DBE	Disadvantaged Business Enterprise	MTC	Metropolitan Transportation Commission
DBF	Design-Build-Finance	MTS	Metropolitan Transportation System
DBFOM	Design-Build-Finance-Operate-Maintain	ND	Negative Declaration
DED	Draft Environmental Document	NEPA	National Environmental Policy Act
EIR	Environmental Impact Report	NOAH	Natural Occurring Affordable Housing
EJ	Environmental Justice	NOC	Notice of Completion
EPC	Equity Priority Communities	NOD	Notice of Determination
ETID	Electronic Transit Information Displays		

Glossary of Acronyms

NOP	Notice of Preparation	SHA	State Highway Account
NVTA	Napa Valley Transportation Authority	SHOPP	State Highway Operation and Protection Program
NVTA-TA	Napa Valley Transportation Authority-Tax Agency	SNTDM	Solano Napa Travel Demand Model
OBAG	One Bay Area Grant	SR	State Route
PA&ED	Project Approval Environmental Document	SRTS	Safe Routes to School
P3 or PPP	Public-Private Partnership	SOV	Single-Occupant Vehicle
PCC	Paratransit Coordination Council	STA	State Transit Assistance
PCI	Pavement Condition Index	STIC	Small Transit Intensive Cities
PCA	Priority Conservation Area	STIP	State Transportation Improvement Program
PDA	Priority Development Areas	STP	Surface Transportation Program
PID	Project Initiation Document	TAC	Technical Advisory Committee
PIR	Project Initiation Report	TCM	Transportation Control Measure
PMS	Pavement Management System	TCRP	Traffic Congestion Relief Program
Prop. 42	Statewide Initiative that requires a portion of gasoline sales tax revenues be designated to transportation purposes	TDA	Transportation Development Act
PSE	Plans, Specifications and Estimates	TDM	Transportation Demand Management Transportation Demand Model
PSR	Project Study Report	TE	Transportation Enhancement
PTA	Public Transportation Account	TEA	Transportation Enhancement Activities
RACC	Regional Agency Coordinating Committee	TEA 21	Transportation Equity Act for the 21 st Century
RAISE	Rebuilding American Infrastructure with Sustainability and Equity	TFCA	Transportation Fund for Clean Air
RFP	Request for Proposal	TIP	Transportation Improvement Program
RFQ	Request for Qualifications	TIFIA	Transportation Infrastructure Finance and Innovation Act
RHNA	Regional Housing Needs Allocation	TIRCP	Transit and Intercity Rail Capital Program
RM 2	Regional Measure 2 Bridge Toll	TLC	Transportation for Livable Communities
RM 3	Regional Measure 3 Bridge Toll	TLU	Transportation and Land Use
RMRP	Road Maintenance and Rehabilitation Program	TMP	Traffic Management Plan
ROW (R/W)	Right of Way	TMS	Transportation Management System
RTEP	Regional Transit Expansion Program	TNC	Transportation Network Companies
RTIP	Regional Transportation Improvement Program	TOAH	Transit Oriented Affordable Housing
RTP	Regional Transportation Plan	TOC	Transit Oriented Communities
SAFE	Service Authority for Freeways and Expressways	TOD	Transit-Oriented Development
SAFETEA-LU	Safe, Accountable, Flexible, and Efficient Transportation Equity Act-A Legacy for Users	TOS	Transportation Operations Systems
SB 375	Sustainable Communities and Climate Protection Act 2008	TPA	Transit Priority Area
SB 1	The Road Repair and Accountability Act of 2017	TPI	Transit Performance Initiative
SCS	Sustainable Community Strategy	TPP	Transit Priority Project Areas
		VHD	Vehicle Hours of Delay
		VMT	Vehicle Miles Traveled



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Public Hearing and Federal Transit Administration (FTA) Section 5310 Grant Application to the California Department of Transportation (Caltrans)

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board:

- (1) Hold a Public Hearing; and
- (2) Approve Resolution No. 23-21 (Attachment 1) authorizing the Executive Director or designee to submit an FTA Section 5310 grant application to Caltrans seeking grant funding for Americans with Disabilities (ADA) paratransit replacement vehicles.

EXECUTIVE SUMMARY

Caltrans released a Call for Projects in June 2023 for the FTA Section 5310 Enhanced Mobility for Seniors and Individuals with Disabilities Program. Approximately \$21 million dollars is available for small urban and rural areas statewide with applications due to Caltrans by August 30, 2023. Eligible project sponsors are non-profit organizations and under certain circumstances, government agencies. Eligible projects include capital projects, including vehicle and other dispatch equipment, and mobility management services for elderly and disabled populations. The purpose of the public hearing is to ascertain that there are no eligible non-profit organizations that can provide ADA paratransit services currently provided by NVTA in Napa Valley.

NVTA is requesting FTA Section 5310 funds to replace six (6) ADA paratransit vehicles that have outlived their useful life with new vehicles. If successful, the grant will provide up to \$840,000 in new funding.

FISCAL IMPACT

Is there a Fiscal Impact? Yes, the estimated cost to replace six (6) paratransit vehicles can be as high as \$840,000. If successful, the grant will provide \$210,000 towards the purchase. Transportation Development Act Funds will be used to fund the balance.



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Antonio Onorato, Director of Administration, Finance and Policy
(707) 259-8779 / Email: aaonorato@nvta.ca.gov
SUBJECT: Public Hearing and Federal Transit Administration (FTA)
Section 5310 Grant Application to the California Department of
Transportation (Caltrans)

RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board:

- (1) Hold a Public Hearing; and
- (2) Approve Resolution No. 23-21 (Attachment 1) authorizing the Executive Director or designee to submit an FTA Section 5310 grant application to Caltrans seeking grant funding for Americans with Disabilities Act (ADA) paratransit replacement vehicles.

COMMITTEE RECOMMENDATION

None

BACKGROUND

The FTA Section 5310 competitive grant program provides funding for capital and mobility management projects to non-profit agencies for transportation services, seniors, and persons with disabilities. These funds are available to non-profit organizations serving the elderly and/or people with disabilities.

When no non-profit agencies are willing, able or eligible to provide the proposed grant funded services, in this case, complementary paratransit services, a public agency may seek funding. NVRTA has been the recipient of FTA Section 5310 funds in the past, most recently for the purchase of three (3) paratransit vehicles in 2018.

Shortly after Caltrans announced the notice of funding availability, NVTA presented the information at its January 6, 2023, Paratransit Coordinating Council meeting and sent email communication to local non-profits and social service agencies with instructions on how to file an application directly to Caltrans.

The NVTA Board must hold a public hearing to accept and authorize the Executive Director or designee to submit an FTA Section 5310 grant application to Caltrans to fund vehicles that will replace paratransit vehicles that have outlived their useful lives. Collabria Care, a local non-profit organization in Napa County, is also applying for vehicles to serve its own clients and respective programs from the FTA Section 5310 program. Collabria Care's services are not duplicative of the services provided by VineGo, NVTA's paratransit services, and therefore, NVTA is eligible to pursue the Section 5310 grant to replace its ADA paratransit vehicles.

The public has 30 days to comment on the FTA Section 5310 grant submittal from the time NVTA posts the public hearing notification.

ALTERNATIVES

Option #1: The Board approve a reduced request that does not require a local match.

Option #2: The Board forego the submission to replace six paratransit vehicles and seek other funding to replace the vehicles. This will result in the agency receiving less funding and therefore the agency would unlikely meet the agency's replacement schedule as published in its Short Range Transit Plan.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 1 - Serve the transportation needs of the entire community regardless of age, income or ability.

The ADA paratransit vehicles are essential for providing mobility services to members of the community who are elderly and/or have disabilities preventing them from using fixed route bus service.

Goal 3 - Use taxpayer dollars efficiently – since there is no match requirement, local funds can be used on other projects.

ATTACHMENT(S)

- (1) Resolution No. 22-04
- (2) Public Hearing Notice

RESOLUTION No. 23-21

**A RESOLUTION OF THE NAPA VALLEY TRANSPORTATION AUTHORITY (NVTA)
AUTHORIZING THE FEDERAL FUNDING UNDER FTA SECTION 5310 (49 U.S.C.
SECTION 5310) WITH CALIFORNIA DEPARTMENT OF TRANSPORTATION**

WHEREAS, the U. S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration to support capital projects for public transportation systems and non-profit organizations under Section 5310 of the Federal Transit Act (FTA C 9070.1G); and

WHEREAS, the California Department of Transportation (Department) has been designated by the Governor of the State of California to administer Section 5310 grants for transportation projects for seniors and individuals with disabilities; and

WHEREAS, the NVTA desires to apply for Section 5310 financial assistance to support its paratransit service in Napa County; and

WHEREAS, the NVTA has, to the maximum extent feasible, coordinated with non-profit organizations and other transportation providers and users in the region. Including social service agencies; and

NOW, THEREFORE, BE IT RESOLVED, that the NVTA does hereby:

- 1) Authorize the Executive Director or their designated representative, to file and execute applications on behalf of the NVTA with the Department to aid in the financing of capital projects pursuant to Section 5310 of the Federal Transit Act (**FTA C 9070.1G**), as amended.
- 2) That the Executive Director or their designated representative is authorized to execute and file all certification of assurances, contracts or agreements or any other document required by the Department.
- 3) That the Executive Director or their designated representative is authorized to provide additional information as the Department may require in connection with the application for the Section 5310 projects.
- 4) That the Executive Director or their designated representative is authorized to submit and approve request for reimbursement of funds from the Department for the Section 5310 project's, as set forth below.

(6) Americans with Disabilities Act Paratransit Replacement Vehicles

THE FOREGOING RESOLUTION WAS DULY AND REGULARLY ADOPTED by the Board of Directors of the Napa Valley Transportation Authority, at a regular meeting held on July 19, 2023, by the following vote:

Liz Alessio, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

Laura Sanderlin, NVTA Board Secretary

APPROVED:

Osman Mufti, NVTA Legal Counsel

NAPA VALLEY TRANSPORTATION AUTHORITY

NOTICE OF PUBLIC HEARING ON FEDERAL TRANSIT ADMINISTRATION SECTION 5310

GRANT APPLICATION

NOTICE IS HEREBY GIVEN, that on July 19, 2023 at 1:00 pm a public hearing will be conducted by the Napa Valley Transportation Authority (NVTa) to consider the matter described below. The public is invited to participate telephonically or electronically via the methods below:

- 1) To join the meeting via Zoom video conference from your PC, Mac, iPad, iPhone or Android: go to <https://zoom.us/join> and enter meeting ID 997 5007 2830
- 2) To join the Zoom meeting by phone: dial 1-669-900-6833, enter meeting ID: 997 5007 2830 If asked for the participant ID or code, press #.
- 3) Watch live on YouTube: <https://www.youtube.com/channel/UCrpjLcW9uRmA0EE6w-eKZyw?app=desktop>

NVTa is applying for a grant from the State pursuant to Title 49 U.S.C. Section 5310(a)(2) for the purpose of funding up to six (6) replacement Americans with Disabilities Act (ADA) paratransit compliant vehicles. Title 49 U.S.C. Section 5310(a)(2) provides that the State may allocate grant funds to a local governmental authority that: (1) is approved by the State to coordinate services for elderly individuals and individuals with disabilities; or (2) has certified that there are no non-profit organizations readily available in the area to provide complementary paratransit service.

All interested persons are invited to attend the hearing and comment on the proposal. Any questions regarding this hearing and the Federal Transit Administration Section 5310 program may be directed to Rebecca Schenck, Program Manager – Public Transit at 707-259-8636 or NVTa at 625 Burnell Street Napa, California.

Dated: July 3, 2023

Rebecca Schenck, Program Manager – Public Transit
Napa Valley Transportation Authority

Publish Dates: 1st date available

Napa Valley Transportation Authority

625 Burnell Street
Napa, CA 94559

Meeting Minutes NVRTA Board of Directors

Wednesday, June 21, 2023

1:30 PM

JoAnn Busenbark Board Room

1. Call to Order

Chair Alessio called the meeting to order at 1:43pm.

2. Roll Call

Leon Garcia
Paul Dohring
Mark Joseph
Liz Alessio
Scott Sedgley
Eric Knight
Margie Mohler
Donald Williams
Kevin Eisenberg
Anne Cottrell
Absent:
Alfredo Pedroza
Eric Hall

3. Adoption of the Agenda

Motion **MOVED** by JOSEPH, **SECONDED** by EISENBERG to **APPROVE** Item 3. Adoption of the Agenda. Motion passed unanimously.

Aye: 19 - Dohring, Joseph, Alessio, Sedgley, Knight, Mohler, Williams, Eisenberg, and Cottrell

Absent: 5 - Garcia, Pedroza, and Hall

4. Public Comment

None

5. Chairperson's, Board Members', Metropolitan Transportation Commissioner's, and Association of Bay Area Governments Update

Executive Director Miller reported recent MTC activities.

6. Executive Director's Update

Director Miller reported:

- Agency completed FTA review
- Bottlerock transit ridership
- Vision Zero Survey offered at Napa Farmer's Market
- Partnership with Hispanic Chamber to conduct outreach workshops

7. Caltrans' Update

Amani Meligy provided the Caltrans' update.

8. PUBLIC HEARINGS

8.1 Public Hearing and Approval of Resolution No. 23-18 Amending the Fiscal Year (FY) 2023-24 Budget (Antonio Onorato) (Pages 9-28)

Attachments: [Staff Report](#)

Chair Alessio closed the public hearing at 2:27pm.
{Director Garcia joined the meeting at this time}

Motion MOVED by JOSEPH, SECONDED by DOHRING to APPROVE Item 8.1 Resolution No. 23-18 Amending the FY 2023-24 Budget. Motion passed unanimously.

Aye: 21 - Garcia, Dohring, Joseph, Alessio, Sedgley, Knight, Mohler, Williams, Eisenberg, and Cottrell

Absent: 3 - Pedroza, and Hall

9. CONSENT AGENDA ITEMS

Motion MOVED by DOHRING, SECONDED by GARCIA to APPROVE Consent Items 9.1-9.5. Motion passed unanimously.

Aye: 21 - Garcia, Dohring, Joseph, Alessio, Sedgley, Knight, Mohler, Williams, Eisenberg, and Cottrell

Absent: 3 - Pedroza, and Hall

9.1 Meeting Minutes of May 17, 2023 (Laura Sanderlin) (Pages 29-32)

Attachments: [Draft Minutes](#)

9.2 Annual Approval of Chair and Vice Chair (Laura Sanderlin) (Pages 33-34)

Attachments: [Staff Report](#)

9.3 Fiscal Year (FY) 2023-24 Salary Ranges for Napa Valley Transportation Authority (NVTa) Job Classifications (Laura Sanderlin) (Pages 35-43)

Attachments: [Staff Report](#)

9.4 Citizens Advisory Committee (CAC) Member Appointments (Laura Sanderlin) (Pages 44-46)

Attachments: [Staff Report](#)

9.5 Purchase Order 23-P3011 with Transit Solutions LLC Video to acquire Video Surveillance Hardware for Vine vehicles (Rebecca Schenck) (Pages 47-64)

Attachments: [Staff Report](#)

10. PRESENTATIONS

10.1 Vine Trail Update (Grant Bailey)

Information Only/No Action Taken

11. REGULAR AGENDA ITEMS

11.1 Professional Services Agreements in Response to Request for Qualifications (RFQ) 2023-R01 for On-Call Architect/Engineer and Project Delivery Services (Grant Bailey) (Pages 65-129)

Attachments: [Staff Report](#)

Motion MOVED by JOSEPH, SECONDED by GARCIA to APPROVE Item 11.1 authorizing thirteen Professional Services Agreements for RFQ 2023-R01. Motion passed unanimously.

Aye: 21 - Garcia, Dohring, Joseph, Alessio, Sedgley, Knight, Mohler, Williams, Eisenberg, and Cottrell

Absent: 3 - Pedroza, and Hall

11.2 Bus Maintenance Facility Construction Contract Contingency (Grant Bailey) (Pages 130-135)

Attachments: [Staff Report](#)

Item presented by staff member Grant Bailey and Consultant Project Engineers, Thomas Fakner and John Pollock of Kleinfelder.

Motion MOVED by JOSEPH, SECONDED by KNIGHT to APPROVE Item 11.2 authorizing additional contingency for Agreement No. 21-46 and increase in the Executive Director's change order authority. Motion passed unanimously.

Aye: 21 - Garcia, Dohring, Joseph, Alessio, Sedgley, Knight, Mohler, Williams, Eisenberg, and Cottrell

Absent: 3 - Pedroza, and Hall

11.3 Transportation Fund for Clean Air (TFCA) Program Manager Fund Project List for Fiscal Year Ending (FYE) in 2024 (Diana Meehan) (Pages 136-154)

Attachments: [Staff Report](#)

Motion MOVED by DOHRING, SECONDED by GARCIA to APPROVE Item 11.3 the TFCA Program Manager Fund Project list for FYE 2024. Motion passed unanimously.

Aye: 21 - Garcia, Dohring, Joseph, Alessio, Sedgley, Knight, Mohler, Williams, Eisenberg, and Cottrell

Absent: 3 - Pedroza, and Hall

11.4 Vine Transit Update (Rebecca Schenck) (Pages 155-164)

Attachments: [Staff Report](#)

Information Only/No Action Taken

{Director Sedgley departed the meeting at this time}

11.5 Federal and State Legislative Update (Kate Miller) (Pages 165-182)

Attachments: [Staff Report](#)

Information Only/No Action Taken

12. FUTURE AGENDA ITEMS

None

13. ADJOURNMENT

Chair Alessio adjourned the meeting at 3:44pm.

13.1 The next Regular Meeting is July 19, 2023.

Laura M. Sanderlin, NVTB Board Secretary



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Revised Policies, Practices, and Procedures Manual: Personnel

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the revised NVTA Personnel Policies Manual (Attachment 1).

EXECUTIVE SUMMARY

NVTA staff is proposing a refinement of the NVTA Personnel Policies Manual to ensure alignment with current agency operations. The proposed changes would revise the language in 18 sections of the manual. Once approved by the Board, the updated policy will take effect immediately. This initiative aims to enhance our personnel policies, ensuring they reflect our current practices and comply with the latest legal requirements while removing any obsolete content.

FISCAL IMPACT

Is there a Fiscal Impact? No



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: NVTA Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Laura Sanderlin – Board Secretary
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SUBJECT: Revised Policies, Practices, and Procedures Manual: Personnel

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve the revised NVTA Personnel Policies Manual (Attachment 1).

COMMITTEE RECOMMENDATION

None

BACKGROUND

The Board last adopted revisions to the Personnel Policies in 2018. A refinement of NVTA Personnel Policies Manual will provide information on the agency's most current processes ensuring compliance with current labor laws. The proposed manual contains revisions to the following areas:

- Section 2.4.1. Probationary Period Statement of Policy
- Section 2.6 Job Descriptions
- Section 2.8.4 Probationary Period
- Section 2.10 Performance Evaluation
- Section 3.1.2 Standard Work Schedule
- Section 3.1.4 Flex Time
- Section 3.3.4 B. Employee Authorized Deductions
- Section 3.4. Timekeeping
- Section 3.5 Overtime
- Section 4.1.2 Equal Employment Opportunity
- Section 6.4 Employee Purchase Programs
- Section 7.1.3 Personal Leave
- Section 7.2.3 B. Accrual – Management Employees

- Section 7.2.4 A. Scheduling Notice
- Section 7.3.2 Sick Leave Eligibility
- Section 7.7.2 A. Conditions of Funeral and Bereavement Leave
- Section 7.8.2 A. Jury Duty Leave – Full Time and Seasonal Employees
- Section 7.9.4 Pay and Benefits While on Military Leave
- Section 8.2.3 Retirement – Contributions

ALTERNATIVES

The Board could decide not to adopt proposed revisions to the Personnel Policies which could put the agency at risk of not maintaining current labor law practices.

ATTACHMENT(S)

- (1) Policies, Practices, and Procedures Manual: Personnel (clean version)
- (2) Policies, Practices, and Procedures Manual: Personnel (redlined version)

**NVRTA
POLICIES, PRACTICES AND PROCEDURES MANUAL**

PERSONNEL

CHAPTER 1 INTRODUCTION	7
Section 1.1. Overview of Personnel Policies	7
1.1.1 Statement of Policy	7
1.1.2 Construction and Limitations.....	7
1.1.3 Implementation of the Policies	7
CHAPTER 2 EMPLOYMENT STATUS	8
Section 2.1. Definitions	8
Section 2.2. Hiring Process	10
2.2.1 Statement of Policy	10
2.2.2 Personnel Request	10
2.2.3 Employee Selection	10
2.2.4 Placing Employee on the Payroll	11
Section 2.3. New Employee Orientation	12
2.3.1 Statement of Policy	12
2.3.2 Content of Orientation.....	12
Section 2.4. Probationary Period	13
2.4.1 Statement of Policy	13
2.4.2 Duration of Probationary Period.....	13
2.4.3 Termination of Probationary Period	13
2.4.4 Rejection of Probationer Following Promotion	13
2.4.5 Effect of Leaves of Absence on Probationary Period.....	13
Section 2.5. Job Classification	14
Section 2.6. Job Descriptions	14
Section 2.7. Assignment and Transfer.....	14
2.7.1 Statement of Policy	14
2.7.2 Temporary Assignments	14
Section 2.8. Promotion	15
2.8.1 Statement of Policy	15
2.8.2 Application Procedure.....	15
2.8.3 Criteria for Selection	15
2.8.4 Probationary Period	15
2.8.5 Procedure When Employee Does Not Pass Probation.....	15
Section 2.9. Anti-Nepotism Policy and Non-Fraternization Policy.....	16
2.9.1 Statement of Policy	16
2.9.2 Relatives, Spouses or Domestic Partners in Same Department, Work Area or Facility	16
2.9.3 Application of the Policy.....	16
Section 2.10. Performance Evaluation.....	17
Section 2.11. Resignation.....	18

Section 2.12. Layoff	19
2.12.1 Statement of Policy	19
2.12.2 Layoff Order	19
2.12.3 Notice	19
2.12.4 Reinstatement from Layoff	19
2.12.5 Benefits	19
Section 2.13. Personnel Files	19
2.13.1 Statement of Policy	19
2.13.2 Employee Responsibility to Ensure Accuracy of Personnel Records	19
2.13.3 Duty to Provide Accurate Information	20
2.13.4 Access to Personnel Files	20
CHAPTER 3 HOURS OF WORK AND COMPENSATION	21
Section 3.1. Work Schedules	21
3.1.1 Work Schedules	21
3.1.2 Standard Work Schedule	21
3.1.3 Standard Work Week	21
3.1.4 Flex Time	21
Section 3.2. Meal and Rest Breaks	21
3.2.1 Meal Breaks	21
3.2.2 Rest Periods	22
3.2.3 Meal and Rest Breaks May Not Be Combined or Postponed	22
Section 3.3. Compensation	22
3.3.1 Statement of Policy	22
3.3.2 Wage Rates	22
3.3.3 Pay Schedule	23
3.3.4 Payroll Deductions	23
3.3.5 Updating Payroll Information	23
Section 3.4. Timekeeping	24
3.4.1 Employees	24
3.4.2 Consequences of Falsifying Time Records	24
Section 3.5. Overtime	24
3.5.1 Statement of Policy	24
3.5.2 Exclusion from Policy	24
CHAPTER 4 STANDARDS OF CONDUCTS	26
Section 4.1. Equal Employment Opportunity	26
4.1.1 Statement of Policy	26
4.1.2 Employee, Supervisor and Management Responsibilities	26
Section 4.2. Anti-Harassment/Discrimination Policy	26
4.2.1 Statement of Policy	26
4.2.2 Definitions	27
4.2.3 Zero Tolerance	28
4.2.4 Complaint and Investigation Procedure	28
4.2.5 Prohibition on Retaliation	29
4.2.6 Prevention	30
Section 4.3. Mutual Respect and Courtesy Rule	30
Section 4.4. Reasonable Accommodation	30

4.4.1	Statement of Policy	30
4.4.2	Conditions Covered By This Policy	30
4.4.3	Examples of Reasonable Accommodation	31
4.4.4	Requests for Reasonable Accommodation.....	31
4.4.5	Medical Information	32
4.4.6	The Interactive Process	32
4.4.7	Miscellaneous Guidelines	33
Section 4.5.	Appearance, Conduct and Hygiene	33
4.5.1	Statement of Policy	33
4.5.2	Guidelines on Appearance, Conduct and Hygiene	33
Section 4.6.	Attendance and Punctuality	34
4.6.1	Statement of Policy	34
4.6.2	Reporting Requirements	34
4.6.3	Discipline	34
Section 4.7.	Secondary Employment.....	35
4.7.1	Statement of Policy	35
4.7.2	Notification and Approval	35
Section 4.8.	Causes for Discipline	35
4.8.1	Statement of Policy	35
4.8.2	Standards of Conduct	36
Section 4.9.	Discipline	37
4.9.1	Statement of Policy	37
4.9.2	Progressive Discipline.....	37
4.9.3	Administrative Leave.....	37
4.9.4	Procedures for Disciplinary Action of a Permanent Employee	38
CHAPTER 5	HEALTH AND SAFETY ON THE JOB.....	40
Section 5.1.	Job Safety	40
5.1.1	Statement of Policy	40
5.1.2	Employee Responsibility	40
5.1.3	Injury Reporting	40
Section 5.2.	Workplace Violence Prevention	40
5.2.1	Statement of Policy	40
5.2.2	Employee Responsibilities	40
5.2.3	Conduct Prohibited By This Policy	40
5.2.4	Reporting Procedure.....	41
5.2.5	Corrective Actions.....	41
Section 5.3.	Alcohol and Drug Free Workplace	42
5.3.1	Statement of Policy	42
5.3.2	Definitions	42
5.3.3	Pre-Employment Drug and Alcohol Screening.....	43
5.3.4	Prohibition on Possession, Use, Sale or Transport of Alcohol or Drugs ..	43
5.3.5	Reasonable Suspicion Testing	44
5.3.6	Search or Inspection of Agency Property for Illegal Drugs or Alcohol.....	44
5.3.7	Disciplinary Action	45
5.3.8	Drug and Alcohol Assistance Programs.....	45
Section 5.4.	Fitness for Duty.....	45

5.4.1	Statement of Policy	45
5.4.2	Employee Responsibility	45
5.4.3	Pre-Employment Medical Examinations	45
5.4.4	Post-Employment Fitness for Duty Examinations	46
5.4.5	Confidentiality of Examination Records	47
Section 5.5.	Driving.....	47
5.5.1	Statement of Policy	47
5.5.2	Driver's License Requirements	47
5.5.3	Good Driving Record	48
5.5.4	Compliance with Traffic Laws	49
5.5.5	Use of Seatbelts	49
Section 5.6.	Smoking.....	49
CHAPTER 6	EQUIPMENT AND PROPERTY	50
Section 6.1.	Use and Care of Agency Property	50
6.1.1	Statement of Policy	50
6.1.2	Damage or Loss of Agency Equipment.....	50
6.1.3	Key/Access Card Distribution	50
6.1.4	Personal Use of Agency Property	50
6.1.5	Personal Tools or Property	50
6.1.6	Agency Access to Property.....	50
6.1.7	Entry onto Private Property.....	51
6.1.8	Purchasing.....	51
Section 6.2.	Phones, Computers, and Other Electronic Equipment	51
6.2.1	Statement of Policy	51
6.2.2	Phone Usage for Personal Reasons.....	51
6.2.3	Internet Usage	51
6.2.4	Decorum of Communications.....	52
6.2.5	Installation or Duplication of Software.....	52
6.2.6	Discipline	52
Section 6.3.	Agency Vehicles	52
Section 6.4.	Employee Purchase Program	54
6.4.1	Mobile Device	54
CHAPTER 7	TIME OFF AND LEAVES OF ABSENCE.....	56
Section 7.1.	Holidays.....	56
7.1.1	Eligible Employees	56
7.1.2	Recognized Holidays	56
7.1.3	Personal Leave.....	56
7.1.4	Board Ordered Holiday	57
7.1.5	Holidays Occurring During Unpaid Leave	57
7.1.6	Working on Holidays.....	57
Section 7.2.	Vacation.....	57
7.2.1	Purpose	57
7.2.2	Eligibility.....	57
7.2.3	Accrual.....	57
7.2.4	Scheduling.....	60
7.2.5	Termination or Retirement from Agency	60

Section 7.3. Sick Leave	61
7.3.1 Purpose	61
7.3.2 Eligibility	61
7.3.3 Accrual	61
7.3.4 Conversion of Vacation to Sick Leave	61
7.3.6 Employee Notice and Communication	61
Section 7.4. Workers' Compensation Leave	62
7.4.1 Purpose	62
7.4.2 Sick or Vacation Leave Supplementation	62
7.4.3 Accrual of Benefits during Leave	62
Section 7.5. Pregnancy Leave	62
7.5.1 Purpose	62
7.5.2 Covered Employees	62
7.5.3 Leave Rights	63
7.5.4 Pay and Benefits	63
7.5.5 Employee Notice Obligations	63
7.5.6 Medical Certification	63
7.5.7 Other Forms of Pregnancy-Related Disability Accommodation	63
Section 7.6. Family and Medical Care Leave Act	64
7.6.1 Statement of Policy	64
7.6.2 Definitions	64
7.6.3 Family and/or Medical Care Leave	65
7.6.4 Status of Prior Policies	69
Section 7.7. Funeral and Bereavement Leave	69
7.7.1 Purpose	69
7.7.2 Conditions of Leave	69
Section 7.8. Jury Duty and Witness Leave	70
7.8.1 Purpose	70
7.8.2 Jury Duty Leave	70
7.8.3 Witness Duty	70
7.8.4 Overtime Exempt Employees	70
Section 7.9. Military Leave	71
7.9.1 Purpose	71
7.9.2 Leave of Absence	71
7.9.3 Employee Notice Requirements	71
7.9.4 Pay and Benefits While On Leave	71
7.9.5 Reinstatement	72
Section 7.10. Leaves of Absence without Pay—Accrual of Vacation and Sick Leave ..	72
Section 7.11. Outside Employment	72
CHAPTER 8 BENEFITS	73
Section 8.1. Insurance	73
8.1.1 Purpose	73
8.1.2 Terms of Coverage	73
8.1.3 Eligibility	73
8.1.4 Medical, Dental and Vision Coverage	73
8.1.5 Life Insurance Coverage	74

Section 8.2. Retirement	74
8.2.1 Purpose	74
8.2.2 Plan Overview.....	74
8.2.3 Contributions.....	75
Section 8.3. Education, Membership and Professional Affiliation Fees	75
8.3.1 Purpose	75
8.3.2 Eligibility.....	75
8.3.3 Education Fees.....	75
8.3.4 Membership and Professional Affiliations Fees	76

CHAPTER 1 INTRODUCTION

Section 1.1. Overview of Personnel Policies

1.1.1 Statement of Policy

The following employment policies, procedures and rules for the administration of employer/employee relations will be referred to as these “Personnel Policies and Procedures.” These Personnel Policies and Procedures are for the guidance of the management and supervisory staff and for employees of the Agency and their employee organizations.

1.1.2 Construction and Limitations

The Personnel Policies and Procedures shall be subject to the following limitations, conditions, constructions and interpretations:

- A. The Agency reserves the right to rescind, revise or supplement the Personnel Policies and Procedures at any time and from time to time.
- B. The Personnel Policies and Procedures do not constitute a contract with any employee.
- C. Employees who are appointed and serve “At Will” have the right to terminate employment with NVTa at any time, with or without advance notice and with or without cause. NVTa, as the employer, likewise has the right to terminate the employment of an At Will employee at any time, with or without advance notice and with or without cause. No one in the Agency other than the appointing authority, e.g. either the NVTa Board of Directors or Executive Director, may alter that At Will arrangement, or enter into an agreement for employment for a specified period of time, or make any agreement contrary to this provision. To the extent any Personnel Policies and Procedures set forth in this document are contrary to or inconsistent with the At Will status of an employee, such policies and/or procedures shall not apply to such employee.
- D. These Personnel Policies and Procedures supersede and replace any earlier policies, rules, regulations, handbooks, manuals, guidelines and practices relating to employment with the Agency.
- E. In the event any section or provision of this manual is declared invalid by a court of competent jurisdiction or is contradictory to any federal or state law or regulation, the remaining provisions shall not be invalidated and shall remain in full force and effect.

1.1.3 Implementation of the Policies

The Executive Director is responsible for developing and amending the administrative procedures that provide the steps and guidelines for carrying out the policies contained in this document. Administrative procedures, which could significantly affect employees or financially impact the NVTa, will be referred to the NVTa Board for approval.

CHAPTER 2 EMPLOYMENT STATUS

Section 2.1. Definitions

For the purposes of these rules the following definitions shall apply:

Agency: Napa Valley Transportation Authority

Applicant: A person who has made a formal request on a prescribed form in order to qualify for Agency employment.

Appointment: The offer to a person, and his/her acceptance of a position in accordance with the provision of these rules.

At Will: An employment relationship which either party (employer or employee) has the right to terminate at any time, with or without prior notice and with or without cause. This arrangement is called "employment At Will". An At Will employee serves at the pleasure of the appointing authority (in the case of the Executive Director, the appointing authority is the NVTa Board of Directors; in the case of all other At Will employees, the appointing authority is the Executive Director, unless otherwise appointed by the NVTa Board of Directors). An At Will employee is not afforded probationary or permanent employee status. At Will employment status is defined as follows:

- a. At Will employees include the Executive Director.
- b. Part time limited term, temporary, and special status hires separate from a regular, full-time, or part-time permanent staff member and dependent on specific hiring conditions.

Board: The NVTa Board of Directors Members.

Candidate: Any applicant who has been admitted to an examination.

Compensation: Any salary, wage or other emolument paid to an employee for performing the duties of a position.

Continuous Employment: Employment uninterrupted from the date of appointment, except for authorized absence.

Demotion: A change from a position in one class to a position in a lower class.

Discharge: The termination of employment of an employee for disciplinary purposes.

ED: Executive Director

Eligibility List: A list of names of candidates who have been qualified for a specific job.

Employee: Any person who occupies a position in the Agency service and receives compensation for services performed for the Agency.

Employee Representative: An individual who appears on behalf of the employee.

Examination: A test or group of tests to determine the fitness and relative ability of persons seeking employment or promotion.

Exempt Employee: An employee who is not subject to the overtime provisions of the federal Fair Labor Standards Act.

Grievance: A complaint of an alleged violation of a rule or regulation upon which he/she desires official action to be taken.

Layoff: An actual separation from Agency service, an involuntary permanent reduction in work hours, or a demotion in lieu of layoff.

Leave-of-Absence: Permitted absence from duty for a specified period of time.

Minimum Qualifications: Standards of education and experience, knowledge, skills and abilities, and personal and physical characteristics as are prescribed in the class specifications.

Position: A group of current duties and responsibilities assigned or delegated by competent authority requiring the full-time or part-time employment of one person.

Permanent: The status of an employee who is lawfully retained in his/her position after the completion of the probationary period as provided in these rules.

Probationary: The status of an employee who has been certified and appointed as a probationary employee in accordance to these rules. Probationary status constitutes a trial period of six (6) months full employment and is to be considered part of the selection process. Employees receiving a promotion are also subject to a probationary period of six months. A probationary employee may be separated by the Agency from employment service at any time during the probationary period without right of appeal or hearing. Employees may also be subject to a performance related probationary period if an employee performance is not meeting the job requirements of a position regardless of how long that person has been employed by the agency. The length of the probationary period is at the discretion of the supervisor and/or the executive director.

Promotion: Changing from a position in one class to a vacant position in a higher class with a higher salary range without a break in service.

Re-employment Eligibility Lists: Lists established as a result of laying off probationary or permanent employees.

Regular Position: A budgeted position.

Resignation: Separation of an employee made at the request of the employee.

Salary Merit Increase: An increase in salary within the salary range prescribed for the class, based upon performance during the first six months of employment, unless initially appointed above the minimum step, and annual adjustments thereafter (based on the Performance Evaluation) until attainment of the top step of the salary range.

Separation: Any termination of employment.

State: The State of California.

Status: The condition of an employee's appointment, such as part-time, At Will, or probationary, permanent, or temporary.

Suspension: An enforced leave of absence without pay for disciplinary purposes.

Temporary: "Temporary" is the status of those persons employed for a temporary period (limited term) to perform a specific task, job or assignment. Such employees are not entitled to holiday pay and shall not earn vacation, personal or sick leave. In addition

temporary employees shall not be eligible for salary merit increases nor entitled to participate in the Agency's retirement program. Temporary employees serve At Will.

Termination: Ending the employment of an employee by the agency.

Transfer: A change from one position to another in the same or similar class without any break in service. Such change in classes must have the same salary range and similar qualifications.

Vacancy or Vacant Position: Any unfilled allocated position in the Agency. A position shall be deemed vacant when it is not filled by an employee in the class to which the position has been allocated.

Year: A twelve (12) month period unless otherwise designated.

Section 2.2. Hiring Process

2.2.1 Statement of Policy

This process sets forth procedures to follow when filling position vacancies other than the Executive Director. A vacancy occurs when a job opening will be filled by adding staff or by replacing an employee by either hiring an employee from outside the Agency or by transfer of an existing employee.

2.2.2 Personnel Request

A. Initiation

A request for personnel will be initiated by the Executive Director when a vacancy is to be filled.

2.2.3 Employee Selection

A. Job Vacancy Posted

Job vacancies will be posted on appropriate Agency bulletin board for the purpose of informing existing employees who may wish to submit an application.

B. Advertising

The Executive Director may advertise the job vacancy and, if necessary, list the vacancy with the California Employment Development Department. Temporary and/or part-time openings may be listed with the local colleges, or other appropriate educational institutions.

C. Employment Application

All applicants, internal and external, will be required to complete an employment application for each vacancy applied. Employment applications are available in the Agency's Human Resources office and on the NVTA web page.

D. Screening Applicants

The Human Resources department shall submit appropriate screening criteria and interview questions to the ED for approval. The ED will screen the applications to identify those that meet the criteria.

E. Interviewing

The ED, or his/her designee, and an additional panel of interviewers if appropriate, will interview employees and applicants that have been selected from the screening process. Interviewers not able to fairly assess the applicant due to a personal relationship or other reason will be disqualified from participating on the panel.

F. Documenting the Interview

During or immediately after each interview, each interviewer shall complete the Interview Rating Sheet which is provided to assist in arriving at a final decision. Appropriate numerical values representing the degree of each evaluation factor, based on the interview, job-related experiences or skills, or other pertinent criteria depicting the candidate's qualifications, shall be entered on the Interview Rating Sheet form. The order of qualified candidates shall be from the highest to the lowest total point value.

G. Selection

The decision concerning which candidate to select rests with the ED.

H. Notification.

Once the decision to hire or promote has been approved, it will be the responsibility of the Human Resources department to notify the prospective employee of his/her acceptance (pending any required background check) and the unsuccessful applicants of their rejection.

2.2.4 Placing Employee on the Payroll

A. Duties of the Executive Director or Designee:

1. The prospective employee will be given a conditional offer of employment conditioned upon the successful completion of a background check.
2. A background check may be conducted. If the prospective employee passes this part of the screening process, he or she may be required to take a medical exam
3. Upon successful completion of the background check and medical exam, the following steps will be taken:
 - (a) The ED will send an offer letter to the prospective employee, which must be signed and returned.
 - (b) A start date is coordinated with the Human Resources department.
 - (c) The prospective employee will be given an orientation interview covering the information identified in Section 2.3.2 of these Policies and Procedures.

Section 2.3. New Employee Orientation

2.3.1 Statement of Policy

All new employees will participate in a new employee orientation meeting with representatives from Agency administration and the employee's Supervisor.

2.3.2 Content of Orientation

The subjects that should be covered during such orientation, as applicable, include the following:

A. Information to Be Covered By Administration

- Job description
- Workplace harassment policies/training
- Personnel Policies and Procedures
- Personnel records and files
- The probationary period and extension (applicable to rehires, promotions, and transfers, as well as for new hires (other than At Will hires).
- Wages and salaries
- Performance evaluation
- Safety
- Employee communications and office decorum
- General working conditions
- Organizational chart

B. Information to Be Covered Regarding Benefits:

- Group insurance programs
- Employee's retirement and deferred compensation plans
- Workers' Compensation medical and disability coverage
- Payroll forms such as W-4, automatic deposits, etc.

C. Information to Be Covered By Human Resources

When the employee reports to work, the Human Resources department will review with the employee the general employment conditions, as applicable, including but not limited to:

- Introduction to fellow workers
- Organization and purpose of the Agency
- Attendance
- Safety
- Other related policies and procedures applicable to the employee

When the employee reports to work, the Department Head will review with the employee the general employment conditions, as applicable, including but not limited to:

- Specific job duties, training and performance standards
- Employee assignments

Section 2.4. Probationary Period

2.4.1 Statement of Policy

The probationary period is the final and most important phase of the selection process and is used for assessing the performance, ability, conduct and fit of the employee in the position to which appointed. During the probationary period the employee may be separated by the Agency at any time and for any reason, with or without cause.

All appointments to full-time and part-time positions, other than At Will appointments, are subject to the provisions of Section 2.4 and serving a probationary period. During the probationary period, employees are not eligible for time off using accrued vacation hours, personal leave hours, management leave hours or other paid time off (PTO). Request for time off must be approved by their supervisor and will be unpaid. Accrued sick leave may be used at any time and are subject to the provisions of Section 7.3.

2.4.2 Duration of Probationary Period

A probationary period shall be for six (6) months for all employees, and shall begin on the first date of employment or promotion. An employee shall not attain regular full-time status in the new position until he or she has completed a probationary period of six (6) months continuous service in that position.

The term "continuous service" as used in this section means a period of six (6) months of work uninterrupted by a leave of absence. Where such interruptions occur, the Agency may extend the probationary period.

2.4.3 Termination of Probationary Period

Permanent status of the probationary employee shall begin after receipt of a positive evaluation no sooner than the end of the probationary period.

A probationary employee may be separated by the Agency from service at any time during the probationary period without right of appeal or hearing.

2.4.4 Rejection of Probationer Following Promotion

For any employee who fails to satisfactorily complete the probationary period following a promotion, the provisions of Section 2.8.5, Procedure When Employee Does Not Pass Probation, shall apply.

2.4.5 Effect of Leaves of Absence on Probationary Period

An employee who is on leave of absence without pay during his/her probationary period may have the probationary period extended by his/her supervisor. The extension may be up to the amount of time of the leave without pay. The Agency shall notify the employee of the extension in writing prior to the end of the probationary period as provided in Section 2.4.2.

Section 2.5. Job Classification

It is recognized that the creation and/or redesign of job classifications for all Employees, including the establishment of duties and the qualifications required therefore, are exclusive functions of Agency management.

All positions are evaluated according to necessity, relative skills required to do the work, and in some case, the market. Positions that are similar in type of work, level of difficulty and level of responsibility are grouped together in the same class. All positions in the same class are treated alike in such matters as salary and minimum qualifications.

The Executive Director and Human Resources will periodically review the work performed by employees to determine whether they are appropriately classified. If the duties of a position are found to have changed substantially, or the need for maintaining the position is at issue, the supervisor may recommend that the position be re-evaluated, reclassified, or abolished. Similarly, job descriptions will be prepared for any new positions which will be evaluated and classified according to their relative worth.

Section 2.6. Job Descriptions

Job descriptions define essential and other duties that an employee is required to perform in each classification as a condition of continued employment. They are not intended to limit the work which may be performed since other tasks may be assigned that are similar in nature or as needed.

Full job descriptions and salary ranges are available for review and will be provided by Human Resources upon request.

Section 2.7. Assignment and Transfer

2.7.1 Statement of Policy

While it is management's intent to schedule work and assign personnel in such a manner as to achieve maximum utilization of the respective employee's abilities, and while it is management's intent to encourage an employee's progression upward in the same line of work, it is recognized that conditions which affect Agency's operations will require flexibility in work assignments to permit cross-training and to stabilize the workload among departments. It is therefore also recognized that as conditions require, management will assign, and Management Employees and Non-Management Employees will perform, duties which may not be within the usual scope of classification responsibilities.

2.7.2 Temporary Assignments

If an employee is temporarily assigned to the full duties and responsibilities of a higher classification, he /she will be paid a higher rate for the entire period when working in the higher wage classification. If assigned to a lower wage classification, the employee will not earn less than he or /she would normally earn in a pay period in his/her regular classification.

A temporary job classification assessment form must be submitted to and approved by the Executive Director in advance.

Section 2.8. Promotion

2.8.1 Statement of Policy

It is the intent of the Agency that vacancies shall be filled by internal promotion of qualified Agency employees when feasible.

2.8.2 Application Procedure

When the Agency intends to fill a job opening, a notice of such opening listing essential qualifications and functions of the job shall be placed on appropriate Agency bulletin board. Employees shall have five (5) working days to apply for the position from the date of posting. All interested employees must file an application to be considered for the open position. In the event that no employees apply or are qualified for the position, the Agency may seek other applicants. The five (5) day in-house posting period may be reduced or waived when management is faced with emergency circumstances.

2.8.3 Criteria for Selection

A. Minimum Qualifications

To be considered a qualified applicant for any opening, an applicant must possess the minimum qualifications established for the position and, if applicable, pass any physical examination or drug and alcohol test that may be required as a conditional offer of employment.

B. Other Qualifications

The employee's qualifications will also be assessed in accordance with the priorities listed below:

- Test score, if test is given
- Related experience
- Ability to progress in position
- Documented performance
- Oral interview
- Experience and performance in previous Agency employment; and
- If all else is equal, upon length of employment with the Agency.

2.8.4 Probationary Period

Employees promoted to another position within the Agency shall serve a probationary period in the new position for the purpose of allowing the Agency to assess the employee's performance, ability, conduct and fit in the new position as provided in Section 2.4.2. Promoted employees who hold a regular-full time status may continue using PTO during this promotional probationary period.

2.8.5 Procedure When Employee Does Not Pass Probation

If the employee is unsuccessful in the new position, the following procedure will apply:

A. If a Vacancy Exists

The employee will be returned to his or her former position provided a vacancy still exists.

B. If a Vacancy Does Not Exist in the Former Position

1. The employee will be afforded the opportunity to compete in a vacancy for another position for which the Agency determines he or she is qualified.
2. If no other vacancy exists, or if the employee is unsuccessful in the bidding process for a vacant position, the employee may be laid off. Layoff; however, for a period of one year following layoff, the employee will be eligible to be rehired in the first available opening for which he or she is determined to be qualified.

Section 2.9. Anti-Nepotism Policy and Non-Fraternization Policy

2.9.1 Statement of Policy

The Agency's policy is to hire, promote and transfer employees on the basis of individual merit and to avoid any hint of favoritism, conflict of interest or discrimination in making such decisions. The employment of relatives, spouses or domestic partners is regarded as a potential violation of this policy. Even if favoritism, an actual conflict of interest, or discrimination is not shown, the existence of the situation may precipitate an appearance of unfairness or conflict of interest.

2.9.2 Relatives, Spouses or Domestic Partners in Same Department, Work Area or Facility

An employee's relatives, spouses or registered domestic partners (as defined under state law) may only be employed within the same work area, department or Agency facility when the following criteria are met:

1. Such employment does not adversely affect safety, morale, security, internal financial control, or supervision and the individuals involved do not work in direct supervision of each other.
2. An employee neither initiates nor participates in making institutional recommendations or decisions which would directly affect employment status of their spouse, registered domestic partner or relative(s). These recommendations/decisions include, but are not limited to, selection, appointment, retention, tenure, work assignments, promotion, demotion or salary.

The Agency may prohibit assignment or reassign employees if, in its sole discretion, it finds that any of the above criteria are not met.

2.9.3 Application of the Policy

1. "Relatives" refer to persons related by blood or marriage, or any relative residing in the immediate household of the employee

(including, but not limited to: wife, husband, parent, child, grandparent, brother, sister, in-laws, aunt, uncle, step relatives).

2. This policy also applies to persons who are registered domestic partners as defined under state law.

2.9.4 Marriage or Registered Domestic Partnership Arising Between Employees While Employed

1. Should two employees marry or form a registered domestic partnership while both are employed by the Agency, they may continue their employment in the same jobs provided that the criteria set forth in Section 2.9.2 are met.
2. If the criteria are not met, one of the employees in the marriage, or registered domestic partnership, must change jobs, work locations or leave the Agency. The couple will make a decision within thirty (30) days of the marriage or partnership, as to which of the two of them will change positions. If this decision is not made within 30 days, based upon its business needs, the Agency reserves the right to determine which employee will be transferred or whose employment will be terminated based upon the operational interests and needs of the Agency.

2.9.5 Non-Fraternization

In order to promote the efficient operation of the Agency and its business and to avoid misunderstandings, complaints of favoritism, other problems of supervision, security and morale, and possible claims of sexual harassment – managers and supervisors are forbidden from dating or pursuing romantic or sexual relationships with employees whom they supervise, directly or indirectly. Employees who violate this provision will be subject to discipline, up to and including discharge.

Section 2.10. Performance Evaluation

An employee serving a six (6) month probationary period shall receive evaluations from their immediate supervisor at completion of the employee's probationary period. A three (3) month evaluation may be conducted by their immediate supervisor upon request by the employee or if the employee is not meeting a minimum performance standard as outlined in the job description. Failure to reach an overall "Fully Exhibits" rating for management employees or "Meets Standards" rating for non-management employees, by the six-month review will be considered as failing probation. An employee may be released from employment upon failing probation or at the discretion of the Executive Director an employee failing to reach an overall "Fully Exhibits" rating for management employees or "Meets Standards" rating for non-management employees at the end of their six-month probation review may have their probation period extended to up to three (3) months.

Evaluations for permanent employees shall be completed annually.

Such evaluations shall be on forms and under procedures prescribed by the Executive Director.

Salary movement through a pay grade will be based on performance which is reviewed on an annual basis on the employee's anniversary date.

Pay grade ranges are approximately 20% from beginning step to the top of the pay grade. An employee may receive an increase within their pay grade based upon their performance and NVTB Board allocation of a salary pool. Once an employee reaches the top of their pay grade they will still be subject to annual performance reviews.

The pay grades will be adjusted annually and indexed to the average of County of Napa, Sonoma County Transportation Authority, and Solano County Transportation Authority increases for a given year or Bay Area Consumer Price Index (CPI) for all labor within Napa County, whichever is greater.

The results of the performance evaluation shall be taken into account in the following ways:

1. A discretionary leave of absence will be granted only to an employee whose last evaluation was at least satisfactory.
2. The general record of service as well as specific and immediate disciplinary charges will be taken into account when disciplinary action against an employee is proposed and the discipline, if any, is assessed.
3. Merit salary increases will be determined by the Executive Director and can be awarded only to those employees whose current overall evaluation is at least "Fully Exhibits" or above for management positions, and at least a "Meets Standards" or above for non-management positions.
4. If a non-probationary employee is at "Does Not Exhibit or Building Competencies" in two or more specific areas, or receives an overall rating of "Does Not Exhibit" that employee will be evaluated again within three months. Continued failure to meet performance expectations will lead to further disciplinary action up to and including discharge.

Section 2.11. Resignation

Any employee, other than the Executive Director or At Will employees, wishing to leave service in good standing shall file with the Agency a signed written resignation giving at least two weeks' notice of his/her intention to leave the service, unless the Agency consents to an earlier separation.

The written resignation shall be forwarded to the Executive Director. The Executive Director may request an exit interview with the separating employee.

Any employee who leaves service without so filing a written resignation shall have such fact entered in his/her service record and may, by action of the Executive Director, be denied employment opportunities with the Agency in the future.

Section 2.12. Layoff

2.12.1 Statement of Policy

When it is necessary to reduce the working staff of the Agency for lack of work or lack of funds or for other causes outside of the worker's control, the Agency shall determine the classes of positions in which the reduction is to be made and the number of positions to be affected, except that this Section 2.12 shall not apply to At Will employees. Reduction in staff within the designated classes of positions shall occur in the following order:

1. Employees who have temporary status.
2. Employees who are probationary.
3. Part-time regular employees.
4. Full-time regular employees.

2.12.2 Layoff Order

The Agency shall determine the employees to be laid off within a class of positions on the basis of an employee's performance and/or special qualifications needed by the Agency.

2.12.3 Notice

The Agency will give employees notice of any reduction in staff at least two weeks prior to the effective date.

2.12.4 Reinstatement from Layoff

Full-time employees who are laid off will be given the right of first refusal in filling future vacancies in the position from which he/she was laid off for a period of one year.

2.12.5 Benefits

During periods of lay off, health care coverage remains available if premiums are paid by the employee in accordance with carrier regulations and limitations and COBRA/Cal-COBRA laws as applicable. Such benefit will be available for a period of time consistent with COBRA/Cal-COBRA.

Section 2.13. Personnel Files

2.13.1 Statement of Policy

The Agency maintains personnel files on all employees. The files contain confidential information such as job applications, resumes, documentation of performance, salary changes, benefit elections and other employment records.

2.13.2 Employee Responsibility to Ensure Accuracy of Personnel Records

The accuracy of personnel records is essential for the proper handling of many items of great importance to employees, including the emergency notification of family, income tax deductions, insurance coverage, and other fringe benefits from the Agency. It is the employee's responsibility to keep the Agency updated on

personal information so that the Agency may effectively handle those programs and tasks which are for the employee's benefit.

In order that the Agency may keep complete and current records, it is mandatory that the employee notify the Agency office immediately whenever there is a change in the employee's following information:

1. Address
2. Telephone Number (Note: As a condition of employment, it is necessary that the employee present a telephone number where he/she can be reached by his/her Supervisor directly without having to go through other parties.)
3. Person to notify in the event of an emergency.
4. Name, through marriage or otherwise.
5. Marital status
6. Number of dependents
7. Insurance beneficiary
8. Military Status
9. Driver's license number and date of expiration when a condition of employment.

2.13.3 Duty to Provide Accurate Information

Any misrepresentations, falsifications, or material omissions by an employee on his or employment documents may result in disciplinary action up to and including termination of employment.

2.13.4 Access to Personnel Files

An employee may request to review his or her personnel file by submitting a written request twenty-four hours in advance to the Executive Director or designee. If an employee disagrees with any item contained in his or her personnel file, the employee may add a document containing his or her version of the disputed item.

CHAPTER 3 HOURS OF WORK AND COMPENSATION

Section 3.1. Work Schedules

3.1.1 Work Schedules

New employees will be advised of their work schedules when they commence employment with the Agency. From time to time, it may be necessary for the Agency to change employee work schedules. Employees are expected to cooperate with these changes and are expected to arrange their personal schedules to comply with their assigned work hours.

3.1.2 Standard Work Schedule

The standard work schedule is forty (40) hours. The core work hours are 9:00 a.m. to 4:00 p.m. with at least 30 minutes for lunch. The standard hours and/or days of a standard work schedule may be altered upon request by the supervisor and with approval of the Executive Director. Alternate Work Schedules (9-80's AND 4-10's) may be authorized by the Executive Director and approval will be placed in the employees personnel file. Employees with an alternate work schedule are required to sign and abide by the Alternate Work Week Schedule Policy. Employees in a probationary period are not eligible to participate in an alternate work schedule.

3.1.3 Standard Work Week

The Standard workweek is a seven-day period beginning at 12:00 a.m. on Saturday and ending at 11:59 p.m. on Friday.

3.1.4 Flex Time

"Flex time" occurs where an employee varies his or her regularly scheduled start or end time. It is confined to a normal work week as defined above.

Flex time for employees is subject to prior approval by the employee's supervisor and the Executive Director. Prior written approval from employee's supervisor and the Executive Director shall be obtained no later than the conclusion of the previous work shift.

Exempt employees are expected to be on duty at the times they can most efficiently discharge those tasks relative to supervising their employees and to meet other business requirements such as meetings or public outreach events. If this is at a time other than normal business hours they can notify the Executive Director and have their normal duty hours changed to so reflect.

Section 3.2. Meal and Rest Breaks

3.2.1 Meal Breaks

Employees shall take an unpaid 30 or 60 minute meal break. Such meal break shall be scheduled at approximately mid-way through the workday.

3.2.2 Rest Periods

Employees are permitted one 15-minute rest period for each four (4) hour work period. These breaks shall be scheduled about midway through each four (4) hour period.

3.2.3 Meal and Rest Breaks May Not Be Combined or Postponed

Rest and meal periods are provided so the employees may rest, obtain nourishment and rejuvenate during the workday. Employees may not combine rest periods or add them to meal breaks. Nor may employees postpone their rest or meal periods to the end of the workday in order to leave earlier.

Section 3.3. Compensation

3.3.1 Statement of Policy

As a public entity, the Agency is committed to rendering the highest level of service possible at a fair and reasonable cost. The Agency's ability to achieve this objective is affected by a number of factors, one of which is the quality performance of Agency employees. In order to attract and retain highly competent employees, promote continuous superior performance, and give full recognition to Agency financial constraints, the following criteria will be considered in establishing employee compensation:

1. The impact of compensation on the cost of services, financial position of the Agency, and overall operational cost.
2. Compensation paid for similar work in other public and private organizations.
3. The relative value of individual employee's services to the success of the Agency.
4. The general and specific performance of employees.
5. Status of the labor force, economic conditions, recruitment and retention experience, and other factors influencing the maintenance of a stable and efficient work force.

The Executive Director or their designee shall develop an annual Salary and Benefits package for submission to the Board each year. The schedule shall set forth the positions approved by the Board, together with proposed salary ranges and employee benefits, for the upcoming fiscal year beginning July 1. Salary ranges and employee benefits are to be reviewed and considered by the Board for adjustment for each fiscal year as part of the budget adoption.

3.3.2 Wage Rates

Employees will be paid within the salary range established for their job classification. A list of job classifications and applicable salary rates is maintained in the Agency's business office.

From time to time, salary rates may be adjusted to reflect inflation, deflation or other cost of living changes. The Bay Area Consumer Price Index, and/or the

average of salary adjustments for Napa County, Sonoma County Transportation Authority, and Solano County Transportation Authority as published at the time of the Executive Director's development of the recommended annual Salary and Benefits package shall be referred to in considering the possible adjustment of salary rates. Nothing herein shall constitute an implied or specific agreement by Agency to grant cost of living increases or as to the amount of any such increase. The purpose of this provision is to provide a framework for the development of the annual Salary and Benefits package that is subject to review and approval by the Board.

3.3.3 Pay Schedule

Wages will be paid on a bi-weekly basis. Wages will be paid within fourteen (14) calendar days following the end of the pay period. If paid by check in lieu of direct deposit, such paychecks not picked up by 4:00 p.m. on payday will be mailed.

3.3.4 Payroll Deductions

An employee's earnings and payroll deductions are shown on a check stub with the employee's paycheck. The check stub should be examined and retained for personal records.

The Agency will make the following deductions from an employee's earnings:

A. Mandatory Deductions

1. Federal Income Tax (Withhold Tax)
2. State Income Tax
3. State Disability Insurance (S.D.I.)
4. Garnishments/Wage Attachments

B. Employee Authorized Deductions

1. Employee deferred compensation contributions
2. Medical and dental insurance contributions
3. Other Deductions Agreed Upon in Writing by the Employee and permitted by law.

3.3.5 Updating Payroll Information

During the course of employment, changes affecting payroll status will probably occur from time to time. Examples are changes in marital status, name change due to marriage, changes in number of dependents and changes required to adjust an excessive or insufficient tax withholding situation. Questions concerning these changes should be directed to the Human Resources department.

Section 3.4. Timekeeping

3.4.1 Employees

A. Time Sheet

Each employee is responsible for preparing an individual time sheet weekly. The employee should accurately record regular and authorized overtime hours worked and leave usages. Time sheets must also reflect the accurate coding within the timekeeping system for each job performed during the week.

B. Submission of Time Sheets

Each employee must electronically submit his or her time card, verifying its accuracy, and have the time sheet reviewed and approved by his/her supervisor or Designee. Employees are expected to submit their time sheets promptly as directed by the Executive Director, or his/her Designee.

3.4.2 Consequences of Falsifying Time Records

Falsification of time sheets, recording time for another or signing the timesheet of another will result in disciplinary action up to and including discharge.

Section 3.5. Overtime

3.5.1 Statement of Policy

Overtime work may be necessary to complete a work assignment or tend to the public's needs. Examples are special events, community outreach and emergency service. Overtime must be required by and authorized by his/her supervisor. Refusal to work, after requested to do so under those circumstances, will be grounds for disciplinary action.

3.5.2 Exclusion from Policy

For purposes of determining entitlement to overtime pay under the federal Fair Labor Standards Act (FLSA), employees will be either classified as exempt or non-exempt based upon the nature of their duties. Exempt employees are not entitled to overtime pay.

3.5.3 Overtime Pay

An employee who works overtime shall be compensated at a rate of one and one half (1 ½) time the employee's regular rate of pay in cash or compensatory time off. Employees must specify at the time of timesheet submittal how they would like to be compensated.

Unless otherwise provided below, overtime is defined as any time actually worked in excess of forty (40) hours in an employee's standard workweek. For employees on an alternate work schedule (including four (4)-ten (10) and nine (9)-eighty (80) schedules), overtime is defined as any time actually worked in excess of an employee's standard work day in a consecutive twenty-four (24) hour period or forty (40) hours in an employee's standard workweek.

Overtime pay must be approved in advanced by employee's supervisor and the Executive Director prior to performing the work.

CHAPTER 4 STANDARDS OF CONDUCTS

Section 4.1. Equal Employment Opportunity

4.1.1 Statement of Policy

The Napa Valley Transportation Authority is an equal opportunity employer. The Agency does not discriminate against qualified applicants or employees with respect to any terms or conditions of employment based on an applicant's or employee's race, color, national origin, ancestry, religion, physical disability, mental disability, medical condition, marital status, domestic partner status, sex (including pregnancy, childbirth and related medical conditions), gender (including gender identity), age (over 40), sexual orientation, political affiliation, veteran's status, or any other characteristic protected by federal, state or local law.

The Agency subscribes to all federal and state laws that are intended to protect the right and opportunity of all persons to seek, obtain and hold employment without discrimination or abridgment because of the foregoing characteristics.

4.1.2 Employee, Supervisor and Management Responsibilities

All employees are charged with the responsibility of furthering equal employment opportunity by identifying and reporting incidents of discrimination. Agency managers and supervisors are further required to ensure that principles of equal employment opportunity and non-discrimination are followed with regard to recruitment, hiring, placement, promotion, transfer, demotion, layoff, termination, pay and other forms of compensation, training and general treatment of employees during employment.

In any instance where an employee believes that this policy has been violated, that employee is encouraged to consult with the Agency's Executive Director. If the alleged violator is the Executive Director, contact Human Resources to direct you to consult with the Chair of the Board with the assurance that no reprisals (retaliation) or otherwise adverse action will be taken against the employee.

Section 4.2. Anti-Harassment/Discrimination Policy

4.2.1 Statement of Policy

The Agency is committed to providing a work environment free from harassment and discrimination as defined by this policy. Agency policy prohibits discrimination, sexual harassment and harassment because of race, color, national origin, ancestry, religion, physical disability, mental disability, medical condition, marital status, domestic partner status, sex (including pregnancy, childbirth and related medical conditions), gender (including gender identity), age (over 40), sexual orientation, political affiliation, veteran's status, or any other characteristic protected by federal and state law. All such harassment and discrimination is prohibited. Persons protected from harassment and discrimination under this policy includes job applicants, employees and independent contractors. Applicants, employees or independent contractors are protected from harassment that is perpetrated by Agency officials, managers, supervisors, employees, and by

non-employees when the harassment occurs in the course of Agency work. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

4.2.2 Definitions

A. “Discrimination”

For purposes of this policy, discrimination may occur by either:

1. Treating members of a protected class less favorably because of their membership in that class. The protected groups are based upon race, age, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, sexual orientation, gender or self-identified gender.
 - a) “Sex” is defined as including, but not limited to pregnancy, childbirth, or medical conditions related to such pregnancy, as well as one’s gender (see California Government Code, section 12926(p)).
 - b) “Gender” is defined as including a person’s sex, gender identity and gender related appearance and behavior whether or not stereotypically associated with the person’s assigned sex at birth (see California Penal Code, section 422.56).
2. Having a policy or practice that has a disproportionately adverse impact on protect class members.

B. “Harassment”

Conduct which constitutes harassment in violation of this policy includes, but is not limited to:

1. Making or using derogatory comments, slurs, jokes or epithets which are related to an individual’s race, religion, gender, self-identified gender, sex, or is of a sexual nature, or are based on any other identified protected category, as set forth in section 4.2.2.A.1. above, or are otherwise deemed inappropriate.
- 2, Assaulting, touching, impeding or blocking movement, making derogatory gestures, or any physical interference with normal work movement which is motivated or related to an individual’s protected status as set forth in section 4.2.2.A.1, above.
3. Displaying derogatory posters, letters, poems, graffiti, cartoons or drawings that involve or relate to an individual’s protected status as set forth in section 4.2.2.A.1, above.
4. Sexual harassment as defined in section 4.2.2.C, below.
5. Retaliation against an employee, or person who provides services to NVTa pursuant to a contract or other covered individual who:

- a) Files or responds to a bona fide complaint of harassment or discrimination; or
- b) Acts as a witness or otherwise cooperates in the investigation of a harassment or discrimination complaint; or
- c) Serves as an investigator in processing complaints of harassment or discrimination.

C. Sexual Harassment”

1. For purpose of this policy, sexual harassment is any behavior that includes unwelcome sexual advances and other verbal or physical conduct of a sexual nature when:
 - a) Submission to, or rejection of, such conduct is used as the basis for employment decisions that influence or affect an individual’s career (such as promotions, salary, employment conditions or other aspects of a career development); or
 - b) Such conduct unreasonably interferes with an individual’s job performance;
 - c) Creates an intimidating, hostile or offensive work environment.
2. All of the conduct described in 4.2.2.B. (1)-(3), above, when it is of a sexual nature; or
3. Deliberate, repeated or unwelcome sexual advances, offering employment benefits in exchange for sexual favors or making or threatening reprisals after a negative response to sexual advances.

Sexual harassment can occur between employees of the opposite or same sex. It is prohibited for males to sexually harass females or other males, and for females to sexually harass males or other females.

4.2.3 Zero Tolerance

The Agency maintains a zero tolerance stance regarding violations of this policy. This means that serious cases of employee harassment, discrimination or retaliation related to a complaint made pursuant to this policy will lead to recommendations for immediate dismissal by the Executive Director.

Conduct of the nature prohibited by this policy will be considered misconduct and will subject an offending employee to disciplinary action even if the conduct does not rise to the level of legally actionable harassment, discrimination or retaliation.

4.2.4 Complaint and Investigation Procedure

Employees and contractors should not wait until a situation becomes severe or pervasive or impairs their work performance before reporting harassment or discrimination. The Agency’s goal is to prevent harassment and, if it does occur, to stop it at the earliest opportunity.

If the employee believes that he/she has been harassed or discriminated under this policy, or if the employee believes he/she has witnessed harassment or discrimination, the employee should inform his/her supervisor, Human Resources, or the Executive Director of the Agency as soon as possible after the incident. The complaint should include details of the incident or incidents, names of the individuals involved and names of any witnesses. Supervisors or management employees who are aware or have been notified of any alleged incident of harassment or discrimination must immediately refer all such complaints or reports to Human Resources and to the Executive Director.

If the Executive Director is the harasser, the employee can report the harassment/discrimination to the chairman of the Board of Directors.

If the employee does not feel comfortable reporting the incident to his/her supervisor, Human Resources or the Executive Director, he/she may report the incident to any other supervisory or management employee, or the chair of the Board of Directors.

Whenever the Agency is made aware of a complaint or report of harassment/discrimination under this policy, the Agency will conduct an immediate, thorough and objective investigation of the situation. Cooperation with such investigations is required of all employees.

If the Agency determines that harassment/discrimination prohibited by this policy has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Agency to have engaged in prohibited harassment/discrimination will be subject to appropriate disciplinary action, up to and including termination.

In addition to the foregoing methods of complaint, an applicant, employee or contractor may choose to file a harassment/discrimination complaint with the California Department of Fair Employment and Housing at <http://www.dfeh.ca.gov> or the federal Equal Employment Opportunity Commission at <http://www.eeoc.gov/>.

4.2.5 Prohibition on Retaliation

The Agency strictly prohibits retaliation against any applicant, employee or contractor who complains of harassment or discrimination or participates in any manner in an investigation into workplace harassment/discrimination. Examples of retaliation prohibited by this policy include the following:

- Disciplining a complainant or rejecting a complainant for employment because it is believed the allegation of harassment is untrue or the allegation of harassment/discrimination is not supported by subsequent findings of an investigation;
- Subjecting complainants or witnesses to materially adverse employment decisions because of their participation in a workplace harassment/discrimination complaint or investigation;

- Ostracizing or demonstrating hostility to a complainant or witnesses because of their participation in a workplace harassment/discrimination complaint or investigation.

If the Agency finds that any employee, including a supervisor or manager, has engaged in retaliation, he or she shall be subject to disciplinary action, up to and including discharge.

4.2.6 Prevention

Prevention is the best method for avoiding harassment, discrimination and retaliation. Supervisory and managerial employees are charged with the responsibility of taking steps to prevent harassment/discrimination and retaliation from occurring in the workplace. Failure to take appropriate action to prevent and/or correct harassment/discrimination or retaliation shall be deemed a violation of this policy and shall subject the offender to disciplinary action up to and including discharge. If the Executive Director is the harasser, the employee can report the harassment/discrimination to the Chair of the Board of Directors who will investigate the complaint in the same manner that the Executive Director would investigate complaints filed by other employees. If the employee does not feel comfortable reporting the incident to his/her supervisor, or the Executive Director, he/she may report the incident to any other supervisory, management employee or Human Resources.

Section 4.3. Mutual Respect and Courtesy Rule

It is the Agency's philosophy and practice to treat one another with respect and courtesy. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

Section 4.4. Reasonable Accommodation

4.4.1 Statement of Policy

In furtherance of the Agency's policy to provide equal employment opportunity, the Agency will provide reasonable accommodation to allow people with physical or mental disabilities to apply for employment and perform their jobs.

4.4.2 Conditions Covered By This Policy

A. Disability

The term "disability" means:

1. A physical or mental disorder or condition that limits one or more of the major life activities of such individual; or
2. A record of disorder or condition; or
3. Being regarded as having such a disorder or condition.

B. Conditions Excluded

Individuals who currently use drugs illegally are not protected by the disability laws and do not have rights to reasonable accommodation. This includes people who

use prescription drugs illegally. However, persons who no longer use drugs illegally and have either successfully completed a supervised drug rehabilitation program, or are currently participating in a supervised rehabilitation program, or desire to voluntarily enter and participate in such a program do have protection as provided under applicable disability laws.

4.4.3 Examples of Reasonable Accommodation

Each request for an accommodation will be evaluated on a case-by-case basis. Reasonable accommodation may include:

- Making existing facilities used by employees readily accessible to and usable by individuals with disabilities;
- Job restructuring or modified work schedules;
- Acquisition or modification of equipment or devices;
- The provision of qualified readers or interpreters;
- Appropriate adjustment or modifications of examinations, training materials or policies; and/or
- Reassignment to a vacant position.

4.4.4 Requests for Reasonable Accommodation

To request reasonable accommodation under this policy, an applicant or employee must submit a written statement to the Human Resource Department which indicates the general nature of the physical or mental disability and identifies his or her abilities and functional limitations with respect to the job limitations of the disability. The statement should also request reasonable accommodation because of the limitation(s) caused by the disability. The applicant or employee shall assist the Agency in determining if and what reasonable accommodation might be provided by identifying:

1. Any special methods, skills or procedures which would enable him or her to perform tasks or functions that he or she otherwise might not be able to perform because of his or her disability;
2. The potential accommodations the Agency might make that would enable him or her to perform the essential functions of the job, properly and safely, including special equipment, changes in the physical layout of the job or other accommodation; and
3. Any equipment aids or services that the applicant or employee is willing to provide and utilize that the Agency is not required to provide.

If the applicant or employee requires secretarial or other assistance in preparing the request due to his or her disability, such assistance will be provided upon request.

4.4.5 Medical Information

An applicant or employee who identifies himself or herself as having a disability and who requests reasonable accommodation will be required to provide documentation, including medical documentation, sufficient to establish the existence of the physical or mental disorder or condition, the limitations caused by the condition, and the need for accommodation.

Any information obtained regarding the medical condition of the applicant or employee will be collected and maintained on separate forms, in separate medical files, and treated as a confidential record. Such confidential information may be released as follows:

1. To inform the supervisors and managers of the disabled employee regarding any restrictions on the work or duties of the employee or accommodations necessary;
2. To inform first aid and safety personnel, when appropriate, if the disability may require emergency treatment;
3. To respond to requests from governmental officials investigating compliance with the disability laws; and
4. To workers' compensation offices and second injury funds as required by law or for insurance purposes under certain conditions for those who establish, sponsor or administer health or life insurance benefit plans.

4.4.6 The Interactive Process

The Interactive Process can begin in a number of ways. However, unless the disability or the need for accommodation is obvious, it is the responsibility of the employee to inform the supervisor or the Human Resource Department that an accommodation is needed in order to perform the essential job functions. However, the duty to provide a reasonable accommodation may arise even when no request is made, e.g., when the supervisor, Executive Director, or Human Resources becomes aware of the disability, whether or not there is a request by the employee for a reasonable accommodation. Once the need for reasonable accommodation is known, the Agency, by and through the employee's supervisor, or Executive Director, and Human Resources department, will engage in the Interactive Process, which includes, but is not limited to:

1. Review of the essential functions of the position;
2. Engagement in an interactive dialogue with the employee to ascertain the precise job related limitations imposed by the employee's disability and how those limitation would be overcome with reasonable accommodation;
3. In consultation with the employee, identification of the potential reasonable accommodations and assess the effectiveness each would have in enabling the employee to perform the essential functions of the position;

4. Consideration of the preference of the employee to be accommodated regarding an alternative employment reassignment; and
5. Selection and implementation of the reasonable accommodation most appropriate for the Agency in collaboration with the employee's input.

4.4.7 Miscellaneous Guidelines

1. Reasonable accommodation does not negate requirements for good job performance, successful completion of assigned training, adherence to generally accepted standards of behavior and adherence to supervisory instructions.
2. An employee with a disability who is reassigned to a vacant, lower classified position as an accommodation will receive the lower salary of that position.
3. If the essential job functions and/or duties of a position occupied by an employee with a disability are expanded, revised or modified, the conditions and procedures stated shall apply to any evaluation of the employee's ability to perform the essential functions of the changed, revised or modified position and the Agency's determination whether reasonable accommodation can be provided.
4. An employee who has a question regarding the application of the policy and procedure should contact the Executive Director.

Section 4.5. Appearance, Conduct and Hygiene

4.5.1 Statement of Policy

Agency employees often come into contact with the public, which judges the quality of the Agency service by the appearance and behavior of its employees and has the right to expect appropriate clothing, neat appearance, good manners, and service. Therefore, Agency employees will be expected to adhere to the following guidelines.

4.5.2 Guidelines on Appearance, Conduct and Hygiene

1. All employees are expected to exercise good hygiene and be well groomed.
2. All employees having long hair or wearing a moustache or beard must keep them clean, trimmed, combed, and otherwise groomed so as not to interfere with worker safety. Those employees who normally do not wear a beard or moustache and who normally shave must keep themselves clean shaven.
3. Employees must dress in a manner that is professional, functional, and affords them safety from unnecessary risk of injury. Office employees should not wear shorts, sweat pants, tank tops, shabby denims, or suggestive or inappropriate clothing.

4. When, on occasion, employees have to deal with discourteous persons, it is especially important for them to maintain their friendly attitude. Continuing courtesy on the part of employees will do much to promote an excellent relationship between the Agency and the community.

Section 4.6. Attendance and Punctuality

4.6.1 Statement of Policy

In order to offer high quality service, the Agency's operations must be appropriately staffed. Absenteeism and tardiness cause undue burdens on co-workers and impede the service the Agency provides to the community. Therefore, regular attendance and punctuality are job requirements for all employees of the Agency.

4.6.2 Reporting Requirements

1. Employees are expected to report to work on time and ready for duty at the time prescribed.
2. Employees may not leave work without prior supervisory approval during working hours or prior to the end of a scheduled work time.
3. Employees who foresee the need to be absent, tardy or leave early from work should notify their supervisor/Department Head, Human Resources, the Administrative Assistant and the Executive Director of the anticipated absence as far in advance as practicable and obtain approval for such absence.
4. An employee who will be absent or late to work must notify their supervisor/Department Head, Human Resources, the Administrative Assistant and Executive Director prior to the start of the employee's shift. This process must be repeated daily unless the employee is on an approved leave of absence. An employee must keep their supervisor/Department Head, Human Resources, and Executive Director informed of when he or she plans to return to work. An employee who does not return to work from a leave of absence on the approved date shall be deemed absent without leave (AWOL) and shall be subject to automatic resignation.
5. An employee who is physically unable to provide notice of an absence prior to the start of the employee's work day must provide notice as soon as practicably possible.
6. Absences, including tardiness, must be accurately reported on time sheets in 15 minute increments. Employees who are tardy will not be paid for the time they are absent.

4.6.3 Discipline

Failure to provide a supervisor with advance notice of an absence or late arrival for work, frequent or prolonged absenteeism or tardiness, or falsification of time records may result in disciplinary action up to and including discharge.

Employee absences which are protected by law (e.g., military leave, workers compensation leave, family medical leave, “kin care” leave, pregnancy disability and other approved disability leaves, witness or jury duty leave, voting leave, court appearances for crime victims, and leave for certain school activities) will not be counted in determining whether the employee is meeting job requirements for attendance.

Section 4.7. Secondary Employment

4.7.1 Statement of Policy

The Agency expects its employees to devote full attention to their Agency responsibilities during regularly scheduled work hours. The Agency will not tolerate any secondary employment, which interferes in any way with the performance of duties for the Agency including, but not limited to, the following:

1. Actual conflict in hours of employment;
2. Being tired or unfit for duty because of outside employment;
3. Where the secondary employment creates an actual or apparent conflict of interest in regard to Agency employment.

4.7.2 Notification and Approval

Employees must notify the Agency of all secondary employment. Any employee who engages in after or before hours work at a secondary job must accomplish the following:

1. Receive the written permission of the Executive Director prior to accepting secondary employment. In the case of the Executive Director, he/she must receive authorization from the Board of Directors;
2. When requested by the Executive Director, obtain from the secondary employer a waiver of liability for the Agency;
3. It is incumbent on the employee to make it clear to the secondary employer that he, the employee, is not performing any duties as a representative of NVTA;
4. Once approval is granted by the Executive Director, immediately notify the ED if the secondary employment poses an actual or potential conflict with regards to the employee's Agency employment.

Section 4.8. Causes for Discipline

4.8.1 Statement of Policy

The purpose of this policy is to establish standards of conduct and work performance for employees that are consistent with the efficient and effective delivery of public services. When conduct or job performance does not meet these standards, the Agency will endeavor to provide employees with a reasonable opportunity to correct the deficiency in the Agency's sole judgment.

4.8.2 Standards of Conduct

The standards set forth below are intended to provide employees with notice of what is expected of them and provide examples that may lead to disciplinary action, up to and including discharge. This list is not meant to be exhaustive or all inclusive, but rather it is a set of examples of unacceptable behavior for which disciplinary action could result

1. Poor performance; unsatisfactory work quality or quantity;
2. Neglect of duty, including sleeping on the job;
3. Insubordination;
4. Excessive absenteeism or tardiness;
5. Unexcused absences, failing to properly report absences, or leaving work early without permission;
6. Failure to keep supervisor aware of employee's whereabouts during duty time when availability may be required;
7. Misuse of or damage to Agency tools, vehicles, equipment or other property;
8. Moving violations or accidents in an Agency vehicle;
9. Violation of safety rules or practices;
10. Falsifying, altering or making a material omission on employment, medical, financial, payroll, timekeeping, or other Agency records;
11. Performing non-Agency work during work hours;
12. Dishonesty;
13. Special treatment or favoritism of one customer over another;
14. Use, possession, sale or being under the influence of alcoholic beverages or illegal drugs during work hours or on Agency premises (including vehicles) or other violation of the drug and alcohol policy;
15. Violation of the anti-harassment or discrimination policies;
16. Fighting, engaging in violent or threatening behavior or other conduct in violation of the Agency's workplace violence policy;
17. Discourteous treatment of the public or other employees, as defined by the Mutual Respect and Courtesy Rule (Section 4.3);
18. Conviction of a crime that reflects unfitness for the employee's position or unfitness to work around the Agency's employees, property or the public;
19. Other failure of good behavior during or outside of duty hours which is of such a nature that it causes discredit to the Agency and his or her employment; and

20. Other violation of Agency policies or rules.

Section 4.9. Discipline

4.9.1 Statement of Policy

The purpose of this policy is to establish procedures for the discipline of employees; *except Section 4.8 shall not apply to At Will or temporary employees.* When the job performance or the conduct of a probationary or permanent employee falls below standards set by the Agency, including the Standards of Conduct set forth in Section 4.7, then depending on the severity of the misconduct or performance problem, the Agency may take disciplinary action, up to and including discharge.

4.9.2 Progressive Discipline

The Agency will endeavor to afford the employee with an opportunity to improve when dealing with performance or conduct problems. Different types of discipline may be utilized as determined appropriate in the sole discretion of the Agency and discipline need not adhere to a sequential order of progressive discipline. Types of discipline may include: verbal or written warnings, written reprimands, suspension without pay, demotion and discharge.

A. Suspension without Pay

For more severe violations or continued, uncorrected performance or misconduct problems, an employee may be suspended without pay. Where suspension without pay is recommended for a permanent employee, the employee will have the right to a Skelly meeting and a post-disciplinary appeal.

B. Demotion

The Agency may impose a demotion to a position having a lower salary range for disciplinary purposes. A disciplinary demotion may be utilized for continued, uncorrected performance deficiencies. Where demotion is recommended for a permanent employee, the employee will have the right to a Skelly meeting and a post-disciplinary appeal.

C. Discharge

Discharge will be considered for severe violations, failure to respond appropriately to prior performance improvement plans, and/or multiple disciplinary infractions in a short period of time. Where misconduct is severe and egregious, immediate discharge may be imposed. Where discharge has been recommended for a permanent employee, the employee will have the right to a Skelly meeting and a post-disciplinary appeal. The discharge will be documented in the personnel file.

4.9.3 Administrative Leave

In cases involving alleged severe employee misconduct, or where the presence of the employee may interfere with the investigation into the employee's alleged misconduct, or where the interests of public or workplace health and safety or the Agency's business operations may be jeopardized by the employee's presence, the Executive Director may place the employee on paid administrative leave

pending an investigation into the circumstances. During such administrative leave, the employee will be required to be available by telephone to the Agency during regular business hours and to promptly respond to requests for information by the Agency. The employee should not enter Agency premises during administrative leave without permission by the Executive Director.

4.9.4 Procedures for Disciplinary Action of a Permanent Employee

Where discipline of a permanent employee involves disciplinary actions that result in loss of salary or change in employment status (such as suspension without pay or demotion or discharge), the following provisions shall apply:

A. Notice of Proposed Discipline

The employee's supervisor shall inform the employee in writing of the proposed disciplinary action, which shall not be effective until at least five days from the date the notice of proposed action is served on the employee. This notice shall include a copy of the charges and the reasons for the proposed disciplinary action. This notice shall also include a copy of all relevant documents upon which the proposed disciplinary action is based. The notice shall advise the employee of his/her right to respond to the proposed action either in writing or to hold a meeting to respond (Skelly meeting). Notice may be served on the employee by either U.S. mail or personal delivery. Notice by U.S. mail shall be deemed served five days after deposit with the U.S. postal service.

B. Skelly Meeting

The employee may request a meeting to respond to the proposed disciplinary action. The meeting shall be held with the appropriate manager. Following the meeting or employee's written response, the ED or manager shall determine whether to proceed, modify, or set aside the proposed disciplinary action.

C. Notice of Discipline

The employee shall be informed in writing of the final disciplinary action. A copy of the Notice of Discipline shall be placed in the employee's personnel file. This notice shall include a copy of the charges, the reasons for disciplinary action, and provide the effective date of the action. This notice shall also include a copy of all relevant documents upon which the disciplinary action is based. The notice shall advise the employee of his/her right to appeal the disciplinary action. Notice may be served on the employee by either U.S. mail or personal delivery. Notice by U.S. mail shall be deemed served five days after the date of deposit with the U.S. postal service.

D. Right to Appeal

Within five days of service of the Notice of Disciplinary Action, a permanent employee may request to appeal the disciplinary action in writing to the ED. An employee may only appeal a disciplinary action that results in loss of salary or change in employment status. The ED, or ED's designee, shall serve as the hearing officer for the disciplinary appeal. The hearing officer shall make findings based upon the written statement of the charges and upon information presented

at the hearing, both oral and in writing. The hearing officer shall determine whether there is just cause for the discipline and whether the discipline is appropriate. The hearing officer may approve, modify, or withdraw the disciplinary action. The hearing officer shall notify the manager of his/her determination in writing. The hearing officer's decision is final and binding.

CHAPTER 5 HEALTH AND SAFETY ON THE JOB

Section 5.1. Job Safety

5.1.1 Statement of Policy

The Board of Directors desires to maintain a safe place of employment for Agency employees, and to that end Agency management will make all reasonable provisions necessary for the safety of employees in the performance of their work.

5.1.2 Employee Responsibility

It is the obligation of employees to become familiar with the provisions of the Agency Safety Manual and the Illness and Injury Prevention Program and to work accordingly. Further, employees are required to report to their supervisor all unsafe conditions encountered during the course of their work.

5.1.3 Injury Reporting

Prompt Reporting

All employees of the Agency are covered by Workers Compensation Insurance and any injury or disability arising out of and in the course and scope of employment, however slight, shall be reported by the injured employee to the Executive Director and Human Resources as promptly as possible following its occurrence.

Section 5.2. Workplace Violence Prevention

5.2.1 Statement of Policy

The Napa Valley Transportation Authority is committed to the safety and security of its employees, customers, and visitors to its workplace. The Agency has a policy of zero tolerance for violence in the workplace. To prevent workplace violence, the Agency will address behavior that suggests a propensity for violence even prior to any violent behavior occurring.

5.2.2 Employee Responsibilities

The Agency expects its employees to employ civility and mutual respect for all persons encountered in the course of Agency business including co-workers, customers, and visitors. Any employees who engage in violent or threatening behavior in the workplace will be subject to disciplinary action, including discharge.

5.2.3 Conduct Prohibited By This Policy

“Violence,” “violent behavior” and “threatening behavior” includes, but is not limited to the following conduct:

- Fighting, shoving, pushing, choking, inflicting physical harm on another person, or other battery or assault.
- Intimidating, menacing, harassing or stalking another person.

- Making verbal threats to physically harm another person or persons, whether joking or not.
- Possession of any weapon or firearm on Agency premises, during work hours, or while conducting Agency business.
- Intentionally damaging the property of another.
- Other behavior that suggests a propensity towards violence including belligerent speech, yelling, excessive arguing or swearing, offensive or threatening gestures, or a demonstrated pattern of refusal to follow policies and procedures.

The Agency will not tolerate these behaviors by its own employees or by third persons when such behavior is directed at Agency employees in the course of their work.

5.2.4 Reporting Procedure

Everyone has the responsibility to prevent violence in the workplace. Employees are encouraged to report any incident that may be a violation of this policy to an Agency manager or supervisor as follows:

A. Emergencies

Where an injury has occurred or it appears to an employee that there is an immediate danger of injury, the employee should call 911 immediately for help. Personal safety is the first priority. The employee should inform his or her supervisor, Human Resources or the Executive Director as soon as possible.

B. Non-Emergencies

In all other cases where an employee is aware of any conduct that violates this policy, the employee should immediately report it to his or her supervisor, Human Resources or the Executive Director.

5.2.5 Corrective Actions

All reports of workplace violence will be taken seriously and dealt with promptly. Any person who engages in violent or threatening behavior shall be subject to removal from the premises as quickly as safety permits, pending the outcome of an investigation. Employees who violate this policy will be subject to firm disciplinary action, up to and including discharge. In appropriate cases, the Agency may also seek temporary protective or restraining orders to keep offending individuals away from Agency facilities or employees.

The Agency will not tolerate retaliation or intimidation against any employee who makes a report of workplace violence or participates in an investigation of such a complaint.

Section 5.3. Alcohol and Drug Free Workplace

5.3.1 Statement of Policy

The Agency has a vital interest and obligation in maintaining safe, healthful and efficient working conditions for its employees and in supplying products and services safely to customers. Employee possession of and/or being under the influence of drugs or alcohol on the job are inconsistent with these interests and obligations. This policy and procedure establishes the rules, rights and obligations of all employees and Agency contractors regarding the use, possession, sale, or transport of alcohol and drugs on Agency property or while conducting Agency business.

5.3.2 Definitions

A. Legal Drug

A legal drug includes prescribed drugs and over the counter drugs, which have been, under US law, legally obtained and are being used for the purpose for which they have been prescribed or manufactured.

B. Illegal Drug

An illegal drug includes any drugs and drug synthetics which have not been legally prescribed or obtained, such as: stimulants, depressants, hallucinogens, narcotics, volatile substances, and any substance by which its nature alters normal physical or mental functions.

C. Under the Influence

For purposes of this policy and procedure, "under the influence" means that the employee is affected by a drug or alcohol or combination of both in any detectable manner. The symptoms of influence are not confined to those consistent with misbehavior, or to obvious impairment of physical or mental ability such as slurred speech or difficulty in maintaining balance. A determination of influence can be established by a professional medical opinion, a scientifically valid test, and in some cases such as alcohol, by management opinion.

D. Agency Property

Agency Property includes lands owned, leased or upon which the Agency has a right-of-way, buildings, facilities, vehicles, equipment, parking lots, and company owned property used by employees such as lockers, desks, cabinets, etc.

E. Reasonable Suspicion

Reasonable suspicion is a belief based on objective and documented facts or evidence sufficient to lead a reasonable, prudent person to suspect that an employee is under the influence of alcohol or drugs so that the employee's ability to perform the duties of the job is impaired, or so that the employee's ability to perform his/her job safely is reduced.

5.3.3 Pre-Employment Drug and Alcohol Screening

The Agency may maintain a pre-employment drug and alcohol screening practice designed to prevent the hiring of persons who use illegal drugs, or who use legal drugs or alcohol to the extent that safe job performance would be impaired on safety sensitive positions.

A. Notification to Prospective Employees

Prospective employees will be notified of the Agency's drug and alcohol policy and pre-employment alcohol and drug screening test prior to an offer of employment and, usually, at the time they are interviewed for a position.

B. Time of Test

Finalists for Agency employment will receive a conditional offer of employment that may be contingent upon passing an alcohol and drug screening test and any physical examination requirement for the position being sought. The drug and alcohol screening test will be administered by a medical laboratory qualified to administer such test.

C. Consent to Test

Upon receipt of a conditional offer, the prospective employee must consent to the drug and alcohol screening test and must sign an Authorization for Release of Physical Examination Results, permitting the test results to be released to the Agency.

D. Disqualification from Employment

A candidate for Agency employment shall be disqualified from further consideration for employment upon any of the following occurrences:

1. Refusal to consent to a drug and alcohol screening test or refusal to authorize the release of the results to the Agency.
2. A positive test for illegal drugs or alcohol.
3. A positive test for legal drugs which, after medical consultation, the Agency determines will impair the candidate's ability to safely perform the job in question or will jeopardize the well-being of others.

5.3.4 Prohibition on Possession, Use, Sale or Transport of Alcohol or Drugs

A. Illegal Drugs and Alcohol

Having possession of, manufacturing, distributing, using, being under the influence of, selling, or transporting illegal drugs or alcohol by any employee while on the job, on Agency property, or while conducting Agency business is prohibited. Reporting to work under the influence of illegal drugs or alcohol is also prohibited.

B. Notification of Criminal Drug Conviction

Any employee who is convicted of or pleads guilty or no contest to a drug-related crime occurring in the workplace must immediately report such conviction or plea to the Executive Director.

C. Legal Drugs

The use of or being under the influence of any legally obtained drug by any employee while on the job, on Agency property, or while conducting Agency business is prohibited to the extent that such use or influence may affect the safety of the employee, co-workers, the public, the employee's job performance, or the safe and efficient operation of the Agency. An employee may continue to work even though under the influence of a legal drug if the employee's supervisor has determined, after consulting with the Executive Director and the employee's doctor that the employee can work safely. Otherwise, the employee may be required to take a leave of absence or comply with other appropriate action determined by management.

D. Notification

An employee must notify his/her supervisor before commencing work when taking any medication or drug, prescription or nonprescription, which may interfere with safe and effective performance of duties and/or the operation of Agency equipment.

5.3.5 Reasonable Suspicion Testing

When a supervisor/manager has a reasonable suspicion that an employee is under the influence of drugs or alcohol, the employee may be directed to take a drug and alcohol test. The facts and circumstances of the supervisor's/managers reasonable suspicion shall be documented in writing and provided to the employee. The Executive Director must approve the employee's referral for a drug and alcohol test.

A. Conduct of Test

All drug or alcohol tests shall be conducted by a reputable laboratory of the Agency's choice.

B. Valid Prescriptions

An employee shall have the right to provide, within 24 hours of the drug or alcohol test, a valid prescription for any medication or drug which may be identified during the test. The prescription must be in the employee's name and be prescribed by a licensed physician prior to the drug or alcohol test.

C. Refusal to Take Test

An employee who refuses to submit to a drug and alcohol test that has been approved by the Executive Director, shall be relieved from duty without pay, and if intoxicated or physically or mentally impaired, be taken to his/her place of residence. Refusal to take a test under this policy will subject the employee disciplinary action, up to and including discharge.

5.3.6 Search or Inspection of Agency Property for Illegal Drugs or Alcohol

Employees have no expectation of privacy in Agency-owned equipment, including desks and cabinets. The Executive Director may search or authorize the search of desks and cabinets. The Executive Director may authorize the search or

inspection of Agency-owned lockers for illegal drugs or alcohol whenever there is reasonable suspicion.

5.3.7 Disciplinary Action

Violations of the provisions of this policy and procedure will result in disciplinary action, up to and including discharge.

5.3.8 Drug and Alcohol Assistance Programs

A. Voluntary Assistance

The Agency encourages employees to voluntarily seek outside assistance for drug or alcohol abuse problems prior to the need for Agency action. Employees are invited to use the Employee Assistance Program (EAP) contracted by the Agency. Administration also maintains a list of approved drug and alcohol abuse agencies and facilities, and a request may be made to the Executive Director for assistance. Such requests will be held in strict confidence to protect the rights, privileges, benefits, and family of the employee. An employee's decision to seek assistance from an outside rehabilitation agency or facility will not be used as the basis for disciplinary action.

B. Seeking Assistance After Alcohol or Drug Related Misconduct

It is the responsibility of an employee to seek assistance before drug and alcohol problems lead to disciplinary action. Once a violation of this policy occurs, subsequently entering into a rehabilitation program will not necessarily lessen disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action.

Section 5.4. Fitness for Duty

5.4.1 Statement of Policy

In furtherance of the Agency's goal to maintain a safe, healthful and productive environment, all employees reporting for work and during times when they are paid subject to call shall be fit for duty. "Fit for duty" means the ability to perform all required physical and mental tasks associated with the employee's job duties to a satisfactory level and without endangering self, others, or property.

5.4.2 Employee Responsibility

No employee shall report to work while unfit or remain on the job after becoming unfit (for any reason) to perform his/her job duties. Failure of an employee to comply with this requirement may result in disciplinary action, up to and including discharge.

5.4.3 Pre-Employment Medical Examinations

The Executive Director may identify job classifications within the Agency that will require a pre-employment medical examination. Finalists for these positions will receive a conditional offer of employment that is contingent upon the candidate successfully passing a pre-employment medical examination and drug and alcohol test. The purpose of the pre-employment medical examination is to determine if

the candidate is fit to perform the duties of the job for which he or she is being considered.

A. Notice

All employment applicants for these positions will be informed of the medical and drug/alcohol testing requirements prior to receiving the conditional job offer. Usually, notice will be given in the job announcement and during the interview process.

B. Consent

Finalists who receive a conditional offer of employment will be asked to sign a consent form confirming their voluntary participation in these tests as a prerequisite to consideration for employment. A candidate who refuses to submit to any or all of these tests will not be considered for employment for the position for which he/she has applied.

C. Examination

All examinations will be performed by or at the direction of a physician designated by the Agency. The attending physician will determine if the candidate for employment is capable of performing all duties of the job as required by the job description and physical requirements checklist.

D. Examination Results

A candidate who is deemed unfit or unable to perform the duties of the job as a result of the medical examination will be informed of the results of the examination. The candidate may provide medical evidence that he/she is physically fit and able to perform the duties of the job, which will be considered before a final determination is made.

5.4.4 Post-Employment Fitness for Duty Examinations

If a supervisor/manager has a reasonable cause to believe that an employee is physically or mentally unfit to perform the duties of his/her job, the supervisor/manager may recommend that the employee to submit to a fitness-for-duty examination. The Executive Director shall have the authority to approve the recommendation.

A. Reasonable Cause

Reasonable cause means that the supervisor/manager believes that the employee's ability to perform the functions of the job is impaired or that the employee's ability to perform his or her job duties safely is reduced, and that the supervisor's belief is based upon observations or evidence that has been documented.

B. Examination

Any such examination will be performed by or at the direction of a physician designated by the Agency. The attending physician will determine if the employee

is capable of performing all duties of the job as required by the job description and physical requirements checklist.

C. Examination Results

If the examining physician determines that the employee is fit for duty, the employee shall be released to return to work. If the examining physician determines that the employee is not fit for duty, the physician shall notify both the employee and the Executive Director. The employee will not be permitted to return to work until he/she is released by the physician. One or more subsequent fitness-for-duty examinations may be required in order to determine that the employee is fit to return to work.

5.4.5 Confidentiality of Examination Records

All documentation of pre-employment and fitness for duty medical examinations will be maintained in confidential and secure medical files, separate from applicant hiring files and separate from employee personnel files.

Section 5.5. Driving

5.5.1 Statement of Policy

Observation of the law and safe driving practices shall be the top priority of all employees assigned to drive an Agency vehicle or who operate a personal vehicle in the performance of Agency business.

5.5.2 Driver's License Requirements

All employees who operate an Agency vehicle, or who operate a personal vehicle in the performance of Agency business, must possess and carry a valid, current California Driver's License of the proper class (and endorsements) for the vehicle operated.

A. Employee Responsibilities

1. Employees are responsible for maintaining a valid, current California driver's license of the proper class and endorsements before operating an Agency vehicle or driving a personal vehicle on Agency business. Any employee who operates an Agency vehicle or a personal vehicle in the performance of Agency business without a valid, current California Driver's License will be subject to disciplinary action up to and including discharge.
2. Employees who drive Agency vehicles or drive a personal vehicle on Agency business must notify their supervisor immediately in writing when their driver's license has expired or been suspended or revoked.

B. Agency Responsibilities

1. Managers shall notify the Executive Director when they have notification that an employee's driver's license has expired or been suspended or revoked.

2. The Executive Director shall not allow an employee with an expired, suspended or revoked driver's license to operate an Agency vehicle or a personal vehicle on Agency business.
3. It is the responsibility of Human Resources Manager to see that all employees are properly licensed for any vehicles they are to drive on Agency business.

C. Effect of Failure to Maintain Valid, Current Driver's License

Where the employee's applicable written job description requires driving an Agency vehicle or a personal vehicle on Agency business, and an employee fails to maintain a valid, current California Driver's License, the employee will be disqualified from such employment and terminated.

D. Reasonable Accommodation of Disabled Employees and Applicants

Where driving is a requirement for a particular position, an applicant or employee who does not possess a valid, current California Driver's License because of a disability may be eligible for reasonable accommodation. For example, if driving is a non-essential function of a particular position, the driving function may be reassigned as a reasonable accommodation for the disabled worker or applicant. If driving is an essential function of the employee's position, other accommodation such as reassignment to a different position may be feasible. Each situation will be addressed on a case by case basis. Requests for reasonable accommodation should be addressed to the Executive Director.

E. DMV Automatic Pull Notice

For employees who drive an Agency vehicle or who drive a personal vehicle on Agency business, the Agency may obtain periodic reports from the Department of Motor Vehicles that reflect actions and activities on an employee's driver's license record. These reports will be forwarded to the employee and his or her manager for review and "initialing off" that it is true and accurate by both the manager and the employee. Afterwards, the Pull Notice is placed in the employee's personnel file.

5.5.3 Good Driving Record

Every employee authorized to drive an Agency vehicle or drive a personal vehicle while on Agency business must maintain an overall driving record that does not have an adverse influence on the Agency's insurance rates or otherwise create an unacceptable liability risk to the Agency. The Agency may at the time of employment, or from time to time thereafter, obtain a copy of an employee's driving record to assess the employee's suitability to drive.

5.5.4 Compliance with Traffic Laws

Employees driving Agency vehicles or driving personal vehicles while on Agency business must be familiar with and obey the State Vehicle Code. Such drivers must also obey local traffic rules, traffic control signs, posted speed limits and parking restrictions. Failure to do so will subject the employee to disciplinary action, up to and including discharge.

5.5.5 Use of Seatbelts

Seatbelts shall be worn by all occupants of Agency vehicles and by employees operating personal vehicles while on Agency business. The use of seatbelts is the law.

Section 5.6. Smoking

In keeping with the Agency's intent to provide a safe and healthful work environment and in compliance with state and local law, smoking in enclosed Agency facilities or vehicles is strictly prohibited. Smoking is allowed only on authorized breaks and lunch breaks, and only outside of work facilities so as not to disrupt Agency operations.

CHAPTER 6 EQUIPMENT AND PROPERTY

Section 6.1. Use and Care of Agency Property

6.1.1 Statement of Policy

The Agency provides its employees with the use of tools, equipment, property and facilities that are necessary for the performance of their work. Employees are expected to exercise care in the use of Agency property and to use such property only for authorized Agency business. Misuse or negligence in the care of Agency property may result in disciplinary action. Agency property issued to an employee must be returned at the time an employee terminates employment or when the employee's supervisor requests its return.

6.1.2 Damage or Loss of Agency Equipment

Employees must promptly report to their supervisor all damage to or loss of Agency equipment. Lost or broken tools, equipment and other gear will be replaced by the Agency, but excessive loss or breakage will result in the employee being subject to disciplinary action.

6.1.3 Key/Access Card Distribution

Keys/Access Cards to Agency locks are issued only to employees and other authorized individuals. Each key/Access Card is numbered and issued by the Agency office to a specific individual. Exchanging keys/Access Card, giving keys/Access Cards out, or copying keys/Access Cards is expressly prohibited and may lead to disciplinary action.

6.1.4 Personal Use of Agency Property

Agency tools, vehicles, equipment and facilities are provided for use on Agency business only. Personal use of Agency property is prohibited. Employees are prohibited from displaying personal property for sale on Agency premises or property.

6.1.5 Personal Tools or Property

The Agency will provide all tools and equipment reasonably required to perform the assigned work. The use of an employee's personal tools, vehicle or other equipment is not required and will be permitted only in unusual circumstances.

To deter theft or damage to personal property, employees are discouraged from bringing any personal property into the workplace and should not leave any personal belongings of value in the workplace. The Agency assumes no responsibility for loss or damage to the personal property of an employee.

6.1.6 Agency Access to Property

The Agency retains full title and control, including the right of inspection, over equipment, property and facilities provided for employee use. Employee privacy rights do not extend to work-related conduct or the use of Agency facilities, Agency owned equipment or property. All offices, work areas, desks, file cabinets, files, computers, data storage devices remain the property of the Agency. Therefore,

any agent or representative of the Agency can inspect these items or areas at any time, with or without prior notice.

6.1.7 Entry onto Private Property

All employees shall make a diligent attempt to contact property owners prior to entry upon private property when performing maintenance and repair tasks. Each employee is responsible for immediately reporting to the Agency office any damage to private property, buildings, trees, crops, fences, pipelines or other damage caused as a result of Agency work or operations or the use of Agency equipment.

6.1.8 Purchasing

All purchasing of materials and services must adhere to the Agency's standard practice.

Section 6.2. Phones, Computers, and Other Electronic Equipment

6.2.1 Statement of Policy

The phone, voicemail and computer systems are Agency property. Agency phones, radios, computers and other electronic equipment (copiers, fax machines, PDAs (e.g. Blackberry or other Personal Data Assistant device), etc.) should be used for Agency business purposes only. The Agency reserves the right, in its sole discretion, to access these systems, including employee voicemail, e-mail and data stored on computers, at any time. Any personal or personally confidential activities should be conducted at home on personal equipment, not at work.

This Policy is also intended to notify employees that all Agency Information Systems and their contents are not confidential or private. That is, all data, including any that is stored electronically or printed as a document, is subject to audit, review, disclosure, and discovery. **Such data may be subject to disclosure pursuant to the Public Records Act (California Government Code Section 6250 et. seq.). Therefore, there is no expectation of privacy in the use of the Agency's Information Systems.**

The Agency reserves the right to access and monitor employee use of the Agency's Information Systems as well as any stored information created or received by employees with the Agency's Information Systems. The reservation of this right is to ensure that the Agency's Information Systems are used securely and appropriately in an ethical and lawful manner.

6.2.2 Phone Usage for Personal Reasons

While it is understood that the use of the Agency's telephones for personal reasons is occasionally necessary, this privilege must not be abused. Such conversations should be limited to exigent situations and must be kept brief. Personal toll calls are not to be charged to the Agency.

6.2.3 Internet Usage

Access to the Internet is provided for the benefit of the Agency and its employees in the performance of their work. It allows employees to connect to information

resources around the world. Employees are responsible for seeing that the Internet is used in a productive, work-related manner.

The Internet shall not be used for personal gain, solicitation of non-Agency business, or advancement of individual views. Employees may not use Agency-provided Internet service to access sexually explicit or other material that would run afoul of the Agency's anti-harassment policy, nor to access gambling or gaming sites, or similarly inappropriate information.

Personal usage of the Internet must be kept to a minimum and during employee break or lunch time.

6.2.4 Decorum of Communications

Employees must conduct themselves professionally and in a businesslike manner when using Agency telephones, radios, voicemail, or e-mail systems. Employees are prohibited from using Agency telephones, radios, voicemail or e-mail systems in any way that is disruptive or offensive to others including, but not limited to, transmitting information derogatory of other employees, sexually explicit information, racial or ethnic slurs, or anything else that may be construed as harassment or disparaging of others. No messages shall be transmitted under an assumed name. Users may not attempt to obscure the origin of any message.

6.2.5 Installation or Duplication of Software

Employees may not add or install personal software programs on Agency computers. Further, the Agency prohibits illegal duplication of software and its related documentation. Employees may only use software contained on Agency computers according to the Agency's software licensing agreement.

6.2.6 Discipline

Violations of any aspect of this policy may result in disciplinary action up to and including discharge.

Section 6.3. Agency Vehicles

6.3.1 Statement of Policy

The Agency may provide employees with use of Agency-owned vehicles for performance of their duties. Observation of safe driving practices shall be the top priority of all persons assigned an Agency vehicle, as well as proper care of Agency equipment.

6.3.2 Operator Qualifications

Every driver of an Agency vehicle must have a valid and current California driver's license for the type of Agency vehicle driven and must be authorized by the applicable Agency management employee to drive an Agency vehicle.

Every authorized Agency driver must maintain an overall driving record that does not have an adverse influence on the Agency's insurance rates or otherwise create an unacceptable liability risk to the Agency. Conviction for driving under the influence, careless or reckless driving, or any similar moving offense of parallel gravity, whether

or not in an Agency vehicle and whether or not on duty, may be the basis of termination of status as authorized driver.

6.3.3 Compliance with Law

All drivers must comply with all applicable motor vehicle laws when driving an Agency vehicle. Failure to do so will subject the employee to disciplinary action, up to and including discharge.

6.3.4 Vehicle Categories

For purposes of this policy, each Agency vehicle shall be placed in one of the following categories:

6.3.5 Limitations on Use of Vehicles

The following rules shall apply to the use of all Agency vehicles:

- A.** Agency vehicles shall only be used for official Agency business. When an employee uses an Agency vehicle in any other manner, that employee shall be deemed to be not on official Agency business.
- B.** Agency vehicles shall only be driven by employees or officers of the Agency. With the approval of the Executive Director, Agency vehicles may be used by non-employees, such as consultants or independent contractors, when it is determined to be in the best interest of the Agency.
- C.** Agency vehicles shall not be used to transport large personal items, such as sports equipment or animals, or for private towing or hauling of personal belongings or property of others.
- D.** Seat belts shall be worn by all occupants while riding in or operating Agency vehicles. The use of seat belts is the law.
- E.** The use of cellular phones and electronic devices are prohibited while driving Agency owned vehicle(s).
- F.** No Agency vehicle shall be used to push-start another vehicle.
- G.** Pets, waterfowl, poultry, fish, reptiles, etc. are not permitted in Agency vehicles, nor are firearms of any type.
- H.** All Agency personnel are required to keep their assigned Agency vehicles in a clean and safe operating condition at all times. No modifications, changes, additions, addition of any accessory, custom part or the removal of any factory or Agency item on any Agency vehicle shall be permitted without the express approval of the Executive Director.
- I.** Each driver of an Agency vehicle will be responsible for calling any needed repairs or adjustments on his or her vehicle to the attention of the Executive Director. Each driver will be responsible for verifying that his or her vehicle has proper and functioning brakes, lights, windshield wipers, etc.

- J. All Agency personnel are required to report damage and defective Agency equipment as soon as possible after detection to ensure that damaged items or potentially damaged items are repaired and that service schedules are not exceeded.
- K. Each employee will be responsible for immediately reporting to their supervisor/Department Head or to the Executive Director any accident in which he or she is involved as a driver of an Agency vehicle. The employee will further prepare a detailed report of the accident, which report is to be submitted directly to the Executive Director or designee. This includes any accidents will on company duty in a private vehicle.
- L. Excessive acceleration and other showings of vehicular power occurring on Agency premises or on private or public property when in an Agency vehicle and the same occurring on Agency premises, whether in a personal vehicle or in an Agency vehicle, is not permitted.
- M. All Agency personnel shall "lock" and "secure" Agency vehicles when left unattended.
- N. Agency personnel involved in auto accidents should not volunteer information or admit liability, but merely respond as necessary to uniformed officers. They should request that their Supervisor, or the Human Resources Manager to notify police or call for medical assistance at the scene when necessary.
- O. Authorized Passengers:
 - 1. Adults on Agency business are permitted to ride in Agency vehicles, but only to the extent that seat belts are available.
 - 2. Any individual who is not participating in agency business, including family members, friends and all children are not permitted in Agency Pool Vehicles.
 - 3. All Agency personnel are prohibited from picking up hitchhikers in Agency Vehicles or while on Agency business.
- P. When driving an Agency vehicle, stopping and entering any bar or liquor store is prohibited. Transporting alcoholic beverages at any time in an Agency vehicle is prohibited.

Section 6.4. Employee Purchase Programs

6.4.1 Mobile Device/Personal Office Equipment

A. Mobile Device Reimbursement Program

NVTA will reimburse managers and exempt employees for up to \$1,000 plus tax for the purchase of a mobile device or tablet to encourage the proficiency of its management and exempt employees and for interfacing with Granicus or like software to access and maintain Board and advisory committee packets. If the employee chooses a device under \$1,000, NVTA will only reimburse employee up

to the purchase amount. If over the device exceeds a \$1,000 cost, employees are responsible for the difference.

NVTA will **not** reimburse employees, unless specified by separate contract for At Will employees, for costs of data plans, additional software, extra equipment, extra warranties or other peripheral equipment. Purchases other than the mobile device are the responsibility of the employee. It is up to the employee to pay for repairs should the device be damaged or replaced should the device be stolen or lost within a two-year period.

Mobile devices are eligible to be replaced on a two-year cycle from the date of purchase. This is done to ensure that systems used for daily business are up-to-date and under warranty.

Request for participation in this program must be completed using the designated form which can be provided by Human Resources.

B. Personal Office Equipment Reimbursement Program

NVTA will reimburse all full time employees for the purchase of office equipment, software, electronics, or other related items approved by their supervisor in the amount of \$1,000 plus tax to support staff in improving their work environment, both in office or remote. This program is to be offered on a three year cycle, effective on the first day of that Fiscal Year. NVTA will not pay for repairs or lost equipment.

Request for participation in this program must be completed using the designated form which can be provided by Human Resources.

C. Device Ownership/Program Limitations

Mobile devices are the personal property of the employees. Employees can choose any device that accommodates the interface of Board Packets.

IRS rules may consider the reimbursement as income and subject to income taxes. Any additional taxes are the responsibility of the employee.

Business conducted on private devices is subject to the Public Records Act. To separate personal and business items, you should have an NVTA folder so that a search of the entire device would not be necessary to isolate personal documents from public documents or correspondence.

CHAPTER 7 TIME OFF AND LEAVES OF ABSENCE

Section 7.1. Holidays

7.1.1 Eligible Employees

Full-time Agency employees are eligible for paid holidays as described herein,

7.1.2 Recognized Holidays

Eligible employees are entitled to the following eight (8) holidays off with pay when they fall on a work day in the basic workweek:

January 1 (New Year's Day)

The last Monday in May (Memorial Day)

July 4 (Independence Day)

The first Monday in September (Labor Day)

The fourth Thursday in November (Thanksgiving Day)

The day following Thanksgiving Day

December 24 (Winter Holiday)

December 25 (Winter Holiday)

- (1) When a recognized holiday falls on a Saturday, the day immediately preceding shall be deemed to be the paid holiday. When a recognized holiday falls on a Sunday, the next day shall be deemed to be the paid holiday. If December 24 falls on a weekend, it will be observed the preceding Friday. If December 25 falls on a weekend, it will be observed the following Monday.
- (2) Permanent part-time employees shall receive the same number of holidays as regular, full time employees and on a pro-rata basis, proportional to full-time employment

Holidays will be paid at eight (8) hour increments.

7.1.3 Personal Leave

Eligible employees shall also receive fifty-six (56) hours of personal leave each calendar year. Non-Management Fair Labor Standards Act (FLSA) exempt employees will receive an additional 40 hours of non-accrual personal leave each calendar year.

Personal leave has no cash value and must be used during the calendar year in which it is received or it is deemed forfeited.

Employees serving a probationary period are not eligible to use personal leave hours for time off. Those hired after the calendar year begins will receive a pro rata share of personal leave time based on the number of pay periods remaining in the calendar year. Any unused hours remaining in the first calendar year of

employment will be rolled over into the following calendar year for use. Any unused personal leave hours will be forfeited for any year thereafter.

Permanent part-time employees shall receive personal leave on a pro-rata basis, proportional to full-time employment.

7.1.4 Board Ordered Holiday

The Board of Directors may from time to time declare additional paid holidays or half-day holidays at their sole discretion, and the granting of any such holiday shall not constitute a precedent for continued granting of such holiday or holidays.

7.1.5 Holidays Occurring During Unpaid Leave

Employees will not receive holiday pay for holidays that occur during an unpaid leave of absence from the Agency, or when the employee is on unpaid leave either the work day before the recognized holiday or the work day after the recognized holiday.

7.1.6 Working on Holidays

Eligible employees may be scheduled to work on holidays, in which event, an FLSA non-exempt employee will be compensated at the overtime rate of pay for all time worked on such days, in addition to receiving eight hours of holiday pay. Standby shall not be construed as time worked.

FLSA exempt management employees who are scheduled to work on a holiday first must obtain prior written approval from the Executive Director in order to be eligible for flex-time or compensatory time-off for hours worked. Any approved flex-time must be taken in full-day increments. Standby shall not be construed as time worked.

Section 7.2. Vacation

7.2.1 Purpose

NVTA provides vacation to eligible employees for the purpose of rest, relaxation and reinvigoration.

7.2.2 Eligibility

Full-time employees are eligible to receive vacation benefits. Vacation begins to accrue from the date of hire. A probationary employee may begin to take vacation after the first six (6) months of an employee's probationary period.

7.2.3 Accrual

A. Accrual Rates

Every permanent, full-time employee shall accrue vacation leave, in accordance with the permitted maximums as provided in the schedule below. An employee shall not accrue vacation in excess of the permitted maximums. The Executive Director shall give employees a reasonable opportunity to utilize such vacation within the year so as not to exceed the maximum accrual vacation leave accruals.

Years of Continuous Agency Service	Hours of Vacation Accrued/ Pay Period	Maximum Accrual for Years of Continuous Service
Date of Hire through Year 3	3.8 hours	240 maximum hours
Year 4 through 9	4.8 hours	300 maximum hours
Year 10 through 14	6.2 hours	400 maximum hours
Year 15 through 19	7.2 hours	400 maximum hours
Year 20 through 29	8 hours	400 maximum hours
Year 30 or more	9 hours	400 maximum hours

1. An employee's new vacation accrual rate will be effective on the first day of the pay period following the anniversary date of the year referenced in the above schedule.
2. Each employee may, with approval of the Executive Director, take vacation privileges as earned and in accordance with the provisions of Section 7.2
3. No person shall be permitted to work for compensation for the Agency in any capacity during the time of his/her paid vacation from Agency service.
4. Vacation leave does not accrue during periods of unpaid leave from the Agency or when an employee is on short or long-term disability, unless an employee is on worker's compensation leave, in which case, vacation continues to accrue.
5. Each employee has right to receive compensation at the Employee's current hourly rate for up to eighty (80) hours per year of unused vacation so long as forty (40) hours of vacation were actually used during the calendar year.

Permanent part-time employees shall accrue vacation leave on a pro-rata basis, proportional to full-time employment.

B. Management Employees

Management Employees, not in a probationary period shall receive the following:

1. Eighty (80) hours of management leave credited at the beginning of each calendar year. The right to surrender up to sixty (60) hours of management leave each year and be paid for same in cash at their current hourly rate; provided, however, that a minimum of forty (40) hours of vacation leave must be used during the calendar year in which the surrender of management leave occurs before the finance department is authorized to process the surrender request. Those hired after the calendar year begins will receive a pro rata share of management leave time based on the number of pay periods remaining in the calendar year. Any unused hours remaining in the

first calendar year of employment will be rolled over into the following calendar year for use. Any unused leave hours after the second year and thereafter will not rollover into the following year.

2. Accrual of vacation leave at the rate of 4.8 hours per pay period, or accrual of vacation leave at the rate determined in accordance with Section 7.2.3.A, or accrual of vacation leave at the Employee's current vacation leave accrual rate, whichever is higher. This vacation leave accrual rate will be effective on the date of the appointment, reclassification, or promotion.
3. In the case of Management Employees who were not employed by the Agency at the time of their appointment, but were previously employed by a city, county, special district, state or federal government agency, the vacation accrual rate shall be the rate of vacation leave approved by the Executive Director; providing, however, this rate shall not exceed the rate of vacation leave accrual the Employee enjoyed at the Employee's last place of public employment, or the rate of vacation leave accrual the Employee would be entitled to had all prior public agency service of the Employee been with the Agency, whichever is higher; and further provided that in no event shall this rate of accrual exceed the maximum rate the Agency provides to Management Employees. Work performed for a public agency as a consultant or independent contractor rather than as an employee, shall not be taken into account by the Executive Director in approving a vacation leave accrual rate exceeding the .06 hours per each full hour worked up to the maximum of eighty (80) hours per pay period.
4. The right to accumulate a maximum of 600 hours of vacation leave; the Employee may not earn any further vacation time while accrued, unused vacation remains at this maximum.

7.2.4 Scheduling

A. Notice

Vacation shall be scheduled with the employees supervisor and the Executive Director, with due regard for the wishes of the employee and with particular regard for the needs of the Agency.

Vacations of four (4) consecutive days or more, must be scheduled a minimum of two weeks before the date of departure. Vacations of three (3) consecutive days or less must be scheduled at least two (2) working days before departure. Under special circumstances, the Executive Director may waive these notice requirements.

All vacation requests shall be submitted in writing..

B. Intervening Holidays

A holiday falling within a vacation shall not be counted as a day of vacation.

C. Intervening Illness or Injury

Employees becoming sick or injured while on vacation leave shall be entitled to change their vacation status to sick leave with a doctor's verification that the employee would have been unable to work due to the illness or injury. Employees must follow the sick leave procedures described in these Policies and Procedures.

7.2.5 Termination or Retirement from Agency

Accrued but unused vacation at the time of an employee's termination or retirement shall be administered as follows:

A. Termination

If an employee terminates employment with the Agency, voluntarily or involuntarily, and has accrued and unused vacation, he or she shall be paid for each day recorded in Agency records.

B. Retirement

An employee who retires and has accrued and unused vacation may elect either of the following options:

1. Continue to work until the date of retirement and be paid for accrued and unused vacation; or
2. Discontinue working and take accrued and unused vacation time that would extend from last day worked up to the date of retirement.

If option (2) is selected, deductions from vacation pay will be the same as if the employee is actually on the job and health care coverage will continue to be provided under various group programs through the exhaustion of vacation time.

Section 7.3. Sick Leave

7.3.1 Purpose

The Agency provides paid sick leave in order to prevent a loss of earnings that may be caused by illness or injury. Paid sick leave is not intended to provide additional paid time off for reasons unrelated to injury or illness.

7.3.2 Eligibility

Employees are eligible for paid sick leave. Sick leave begins to accrue from the first day of employment.

7.3.3 Accrual

Each employee shall accrue 3.8 hours of sick leave for each full eighty (80) hour pay period. There is no limit to the amount of sick leave an employee can accrue. Sick leave does not accrue during periods of unpaid leave from the Agency or when an employee is on short or long-term disability status, unless an employee is on worker's compensation leave, in which case, sick leave continues to accrue.

No sick leave shall be paid prior to it being accrued.

Sick leave accrued and unused is forfeited upon termination of employment. For vested employees, accrued and unused sick leave balances can be used to credit retirement health benefits per the agency contract with CalPERS.

Permanent part-time employees shall accrue sick leave on a pro-rata basis, proportional to full-time employment.

7.3.4 Conversion of Vacation to Sick Leave

Employees becoming sick or injured while on vacation leave shall be entitled to change their vacation status to sick leave with a doctor's verification that the employee would have been unable to work due to the illness or injury. Employees must follow the sick leave procedures described in these Policies.

7.3.6 Employee Notice and Communication

An employee shall contact his or her supervisor prior to the employee's starting time each day when absent due to illness or injury. Employees must follow this procedure every day of illness or injury, except in the case of a pre-approved leave of absence.

Where an employee is absent for more than three (3) consecutive days, the employee will be required to submit a doctor's statement (1) verifying that an illness or injury prevented the employee from working, and (2) certifying that the employee is fit and able to return to work. Employees are required to submit a doctor's statement consistent with (1) and (2) above if an employee has a regularly scheduled absence for medical reasons. Management may also require a doctor's slip verifying the absence for a shorter period of time where a question of abuse of sick leave arises.

Employees on an approved leave of absence who do not return on their scheduled return date and who have failed, in advance of the return date, to obtain an agreed

extension of leave from their supervisor or the Executive Director, will be considered to have voluntarily abandoned employment and subject to separation from Agency employment.

Section 7.4. Workers' Compensation Leave

7.4.1 Purpose

Agency employees are eligible for benefits under the Worker's Compensation Laws of the State of California for injury or illness arising out of or in the course and scope of employment. Where such injury or illness necessitates an employee's absence from work, an employee shall remain on paid status as provided herein.

7.4.2 Sick or Vacation Leave Supplementation

When an employee is off work due to an industrial injury, accrued sick leave or vacation pay may be paid for the first three (3) days. Thereafter payments made by Worker's Compensation may be supplemented up to base wage entitlement of that employee to the extent that accumulated sick leave is available and, when authorized by the employee, vacation days.

7.4.3 Accrual of Benefits during Leave

During the time an employee is on "paid status" while absent from work by reason of injury or illness covered by Worker's Compensation, he or she shall continue to accrue all benefits. For the purposes of this section, "paid status" shall include that period of time during which the Agency coordinates benefits; i.e., that period of time during which sick leave and vacation days are used to supplement employee earnings.

If worker's compensation leave is converted to long term disability leave, once vacation and sick leave balances are depleted, health, dental, vision, and life insurance premiums will be paid entirely by the employee. In addition, while the employee is on long term disability status, vacation, holidays, and sick leave accruals will no longer accrue.

Section 7.5. Pregnancy Leave

7.5.1 Purpose

In an effort to further equal employment opportunity for women, employees who become disabled by pregnancy, childbirth or related medical conditions may be entitled to job-protected leave or other reasonable accommodation as provided by California's Pregnancy Leave Law.

7.5.2 Covered Employees

An employee is disabled from working due to pregnancy, childbirth or a related medical condition in the following circumstances:

- Inability to work at all because of pregnancy or childbirth

- Inability to perform one or more essential functions of the employee's job without undue risk to the female, the successful completion of the pregnancy, or other persons
- Suffering from severe morning sickness
- Needing to attend pre-natal care appointments

7.5.3 Leave Rights

A covered employee is entitled to up to four months of leave during any period in which the employee is actually disabled. Such leave may be taken in a single block of time or on an intermittent basis or reduced leave schedule. This leave is in addition to, and does not run concurrent with, any leave the employee may be eligible for under the Family Medical Leave Act and California Family Rights Act.

At the conclusion of an approved pregnancy disability leave, the employee will be restored to her original position or a comparable position in accordance with law.

7.5.4 Pay and Benefits

Pregnancy disability leave under this policy is unpaid. However, a covered employee may use accrued sick or vacation leave or other accrued time off to cover absences caused by a pregnancy-related disability.

Leave taken under this policy does not constitute a break in service for the employee.

7.5.5 Employee Notice Obligations

Whenever the need for leave is foreseeable, a covered employee must give the Agency thirty (30) days advance notice of the need for leave. Covered employees should make reasonable efforts to schedule any necessary medical treatment so as not to disrupt the operations of the Agency. The Agency may deny leave where such notice is not provided.

When the need for leave is not foreseeable, covered employees must provide notice of the need for leave as soon as practicable.

7.5.6 Medical Certification

An employee requesting such leave will be required to provide a medical certification from her health care provider verifying the disability, the date it commenced, and its probable duration.

Upon return to work, the employee will be required to provide a return-to-work certificate from her health care provider stating that she is able to resume the duties of her position.

7.5.7 Other Forms of Pregnancy-Related Disability Accommodation

An employee disabled by a pregnancy-related condition may also be eligible for a temporary transfer to a less strenuous or hazardous position or other form of accommodation. Requests for accommodation should be directed to the employee's Supervisor or the Executive Director.

Section 7.6. Family and Medical Care Leave Act

7.6.1 Statement of Policy

This policy describes the circumstances and conditions under which an employee may take family care and medical leave as provided under the Federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"). This policy is meant to be read together with the FMLA (29 U.S.C. 2601 et seq.) and the CFRA (Government Code Section 12945.2) and the regulations adopted to implement them, all as they are now written or may hereafter be amended. This policy is separate and distinct from any other leave policies or procedures. The benefits accorded by these separate policies shall not be combined or otherwise construed as one policy.

7.6.2 Definitions

- A. "Family and Medical Care Leave"** means leave, whether paid or unpaid, taken by an employee on account of:
 - 1. The birth of a child of the employee.
 - 2. The adoption or foster care placement of a child by the employee.
 - 3. The serious health condition of a child, parent or spouse of the employee.
 - 4. The serious health condition of the employee which makes the employee unable to perform the duties of the employee's position.
- B. "Child"** means a biological, adopted or foster child, a stepchild, a legal ward or child of a person in loco parentis who is either under 18 years of age or a dependent adult. A dependent adult is a person who is over 18 years of age and is incapable of self-care because of a mental or physical disability.
- C. "Health Care Provider"** means a person holding a physician's and/or surgeon's certificate or an osteopathic physician's and/or surgeon's certificate who directly treats or supervises the treatment of the serious health condition, or any other person determined to be capable of providing health care services under the FMLA/CFRA.
- D. "Parent"** means a biological, foster or adoptive parent, a stepparent or legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. Parent does not include a parent-in-law.
- E. "Serious Health Condition"** means an illness, injury, impairment or physical or mental condition which involves either:
 - 1. Inpatient care in a hospital, hospice or residential health care facility; or
 - 2. Continuing treatment or supervision by a health care provider of more than three consecutive days; or

- 3. Continuing treatment or supervision by a health care provider for a chronic or long-term health condition that is incurable or so serious that if not treated would likely result in an incapacity for more than three consecutive days.
- F. **"Spouse"** means a partner in marriage as defined in Family Code Section 300. It does not include unmarried persons living together, but does include persons who are legally married who do not live together. For the purposes of this policy, spouse is further defined as a registered domestic partner as specified in California Family Code Section 297.
- G. **"Employment in the Same or Equivalent Position"** means employment in a position that has the same or equivalent duties and pay that can be performed at the same or similar geographic location as the position held prior to the leave.

7.6.3 Family and/or Medical Care Leave

Except as hereafter provided, any employee with at least 12 months of service with the Agency, who has at least 1250 hours of service during the previous 12-month period, may take up to 12 weeks of family care and medical leave during a 12-month period with a guarantee made at the time leave is granted that the employee will be able to return to the same or equivalent position.

- A. For this purpose, "12 month period" means the 12 months immediately preceding the date an employee takes family care and medical leave.
- B. Pregnancy disability leave taken by an employee will not be considered when counting the amount of leave an employee may take pursuant to this policy.
- C. While on leave under this policy, an employee will continue to be covered by the Agency's group health insurance to the same extent that coverage is provided while the employee is working.
- D. If an employee fails to return to work after the designated period of leave or when the leave entitlement has been exhausted or expires, the Agency shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave under this policy, or because of circumstances beyond the employee's control.
- E. Leave under this policy may be granted on an intermittent basis (i.e., leaves taken in separate blocks of time due to a single qualifying reason) or a reduced work schedule to accommodate an employee qualifying for leave under this policy. An employee may take leave under this policy on an intermittent basis for his/her own serious

health condition or for the serious health condition of a qualifying family member when it is shown to be medically necessary.

F. Conditions for use of Family/Medical Care Leave:

1. Notice of Leave. If the need for leave is foreseeable, an employee must provide the Agency with reasonable advance notice. For this purpose, "reasonable advance notice" means thirty (30) days' written notice, if practicable.
2. Scheduling Leave. If the need for leave is foreseeable due to a planned medical treatment or supervision, the employee must make a reasonable effort to schedule it to avoid disruption of Agency operations.
3. Medical Certification for Family Care Leave. A request for leave to care for a child, spouse or parent who has a serious health condition must be supported by a certificate of a health care provider which includes all of the following:
 - a) The date on which the health condition commenced;
 - b) A statement as to whether a serious health condition of a family member exists:
 - i. However, the employee need not (but may, at the employee's option) identify the serious health condition involved (i.e., diagnosis).
 - ii. Failure to disclose the nature of the serious health condition may give the Agency reason to doubt the validity of the certification.
 - c) The probable duration of the condition;
 - d) An estimate of the time the employee needs to care for the individual;
 - e) A statement that the condition requires family participation to provide care during the period of treatment or supervision of the individual requiring care.
4. Medical Certification for Employee's Own Serious Health Condition. A request for leave for an employee's own serious health condition must be supported by a certificate of a health care provider which includes all of the following:
 - a) The date on which the serious health condition commenced;
 - b) A statement as to whether the employee is unable to perform the essential functions of his or her normal position:
 - i. However, the employee need not (but may, at the employee's option) identify the serious health condition involved (i.e., diagnosis).

- ii. Failure to disclose the nature of the serious health condition, may give the Agency reason to doubt the validity of the certification.
- c) The probable duration of the condition.
- 5. Use of Accrued Leave:
 - a) Vacation/Comp Time: An employee who takes family/medical care leave must use all of their accrued compensatory time off, if any, and then and all of their accrued vacation in excess of 80 hours.
 - b) Sick Leave: An employee who takes family/medical care leave may only use accrued sick leave as provided in the applicable under California law.

G. Limits on Family and Medical Care Leave

The Agency may refuse to allow family and medical care leave if:

- 1. The employee fails to furnish the Agency adequate medical documentation which satisfies the requirements under this policy or the FMLA or CFRA.
- 2. If both parents of a child are employed by the Agency, the Agency may limit the family care leave for the birth, adoption or foster care placement of their child to a combined total leave of twelve (12) weeks in a 12-month period.

H. Challenge to Medical Certification

- 1. When the Agency doubts the validity of a medical certification submitted by an employee, it may require the employee to obtain at Agency expense the opinion of a second health care provider designated and approved by the Agency regarding any of the information in the original certification. Such second health care provider may not be one employed by the Agency on a regular basis.
- 2. If the opinion of the second health care provider differs from the first, the Agency may require the employee to obtain at Agency expense, the opinion of a third health care provider, designated or approved jointly by the Agency and the employee, concerning the information in the original certification. The opinion of the third health care provider will be final and binding on the Agency and the employee.

I. Employee's Obligation to Periodically Report on His/Her Condition

An employee on family or medical care leave may be required to periodically report on his or her status and intent to return to work. This will avoid any delay to reinstatement when the employee is ready to return to work.

J. Status of Employee Benefits While On Leave

1. Status of Employee. An employee on family/medical care leave retains employee status, and the leave does not constitute a break in service for purposes of longevity, seniority, or any employee benefit plan. For purposes of layoff, recall, promotion, job assignment, and seniority related benefits, an employee who returns from leave will have no less seniority than the employee had when the leave commenced.
2. Health Insurance. Except as hereafter provided, during family/medical care leave, the Agency will continue to offer the employee, and pay its share of the premium for, health insurance for up to twelve (12) weeks at the same level and under the same terms and conditions as coverage was provided while the employee was actually working for the Agency; provided that, if an employee fails to return from leave for reasons other than the continuation, recurrence, or onset of the employee's own serious health condition or other circumstances beyond the employee's control, the Agency may recover the premiums paid by the Agency on behalf of the employee.
3. Other Benefits. During family/medical care leave, an employee will continue to be entitled to participate in employee health plans for any period during which coverage is not provided as required in Section 7.6.3.J.2 above, employee benefit plans, including life, short-term or long-term disability or accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose.

K. Return from Family and/or Medical Care Leave

1. The Agency may deny reinstatement of an employee from family and medical leave to the same or equivalent position where:
 - a) The employee refuses to return on the date agreed upon; or
 - b) As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition which made the employee unable to perform his/her job, the employee must obtain and present a fitness-for-duty certification from the health care provider that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement; or
 - c) The same or equivalent position has been eliminated for legitimate business reasons unrelated to the employee's family/medical care leave, in which case the employee will have the rights accorded in the layoff provision of the applicable Agency policy.

2. Reinstatement of Key Employees: The Agency may deny reinstatement of an employee from family and/or medical care leave to the same or equivalent position where:
 - a) The employee is among the highest paid 10% of the Agency's salaried employees; and,
 - b) Reinstatement would cause the Agency serious and grievous economic harm; and,
 - c) The employee was notified at the outset of leave that reinstatement could be denied.

7.6.4 Status of Prior Policies

This policy supersedes and replaces all other policies on the same subject. The Agency reserves the right to amend this policy whenever it is appropriate to conform to state and federal laws, rules and regulations.

Section 7.7. Funeral and Bereavement Leave

7.7.1 Purpose

The Agency provides bereavement leave for its employees in the event of a death in the employee's family in order to handle family affairs and attend the funeral.

7.7.2 Conditions of Leave

A. Amount

An employee may take up to five days of Bereavement leave.

An additional limited amount of time off to attend funeral services outside the State of California may be authorized with pay under special circumstances. The Executive Director is vested with full discretion to evaluate the circumstances and make the determination.

Attendance at funerals requiring absences of more than five days may be charged to accrued vacation or personal leave accounts.

B. Covered Family Members

Leave shall be afforded under this policy for the death of the employee's spouse, registered domestic partner, child, parent, parents-in-law, step-parents, sibling, step-siblings, and grandparents.

C. Deceased Employees

In deference to the memory of a deceased colleague, a limited amount of time off to attend funeral services may be authorized with pay under special circumstances. The Executive Director is vested with full discretion to evaluate the circumstances and make the determination.

Section 7.8. Jury Duty and Witness Leave

7.8.1 Purpose

The Agency encourages its employees to perform their civic duty to serve on a jury panel or as a subpoenaed witness and provides leave for such purposes as described herein.

7.8.2 Jury Duty Leave

A. Full-time and Seasonal Employees

Time off without loss of pay of up to four (4) weeks shall be granted to full-time employees called for jury duty. . Should jury duty extend beyond four (4) weeks, the employee will receive unpaid leave for the duration of the jury service. The employee may elect to use accrued vacation, compensatory time off, personal leave, or floating holiday leave to cover the remainder of the jury service.

B. Part-Time and Temporary Employees

Part-time and temporary employees will be granted time off without pay for jury duty service. These employees may elect to use accrued vacation, compensatory time off, personal leave, or floating holiday leave to cover the jury service.

C. Notice Requirements

All employees are required to provide their supervisor with reasonable advance notice of jury duty. Employees must provide their supervisor with a copy of their jury summons prior to the commencement of jury duty leave.

D. Return to Work

All employees released from jury duty prior to the end of a scheduled work day must report back to work within one (1) hour after being released from jury duty, unless there is less than two (2) hours remaining in the employee's work day at the time of release.

7.8.3 Witness Duty

All employees will be allowed time off without pay to appear in court as a witness pursuant to a valid subpoena or other court order. The employee must provide his or her supervisor with reasonable advance notice of the witness duty. Further, the employee is required to provide his or her supervisor with a copy of the subpoena or court order requiring the employee's attendance. The employee may elect to use accrued vacation or floating holiday time to cover the time away from work. All employees who are subpoenaed by court to appear in their capacity and scope as a representative of the Agency shall be allowed time off with pay for such witness duty.

7.8.4 Overtime Exempt Employees

Overtime exempt employees who work any portion of the week in which they also serve on jury duty or as a witness will receive their full salary for that week.

Section 7.9. Military Leave

7.9.1 Purpose

The Agency provides appropriate military leaves of absence, benefits and reinstatement rights to members of the military consistent with the provisions of the California Military and Veterans Code and the federal Uniformed Services Employment and Reemployment Rights Act.

7.9.2 Leave of Absence

Any Agency employee who is a member of the United States armed forces, the National Guard, the Naval Militia or the reserve corps is entitled to an unpaid leave(s) of absence for ordered military duty including active military training, inactive duty training, encampment or exercises.

7.9.3 Employee Notice Requirements

Employees must provide advance written or verbal notice of the need for military leave unless to do so is impossible or unreasonable. Generally, an employee should present their service papers to their supervisor as soon as they receive them. Employees should use their best efforts to arrange inactive duty or annual trainings at a time that is mutually convenient to the employee and the Agency.

7.9.4 Pay and Benefits While On Military Leave

A. Pay

Where the employee has been employed by the Agency for at least one year prior to the start of the leave, the first 30 calendar days of military leave will be paid. No minimum length of service is required to receive 60 calendar days of pay for a member of the National Guard who is called to active duty during a declared emergency. Paid military leave shall not exceed 30 calendar days in any fiscal year.

After the first 30 calendar days, military leave will be unpaid. Any employee may, at his or her option, elect to use accrued vacation or floating holiday time to cover periods of unpaid military leave.

B. Health Care Coverage

For leaves with duration of 30 days or less, the Agency will continue the employee's health care coverage on the same terms as if the employee was working.

For leaves longer than 30 days, the employee may be eligible to continue health care coverage for self and dependents at the employee's own expense for up to 24 months. Employees returning from leave longer than 30 days will be restored to health care coverage upon their return to work without a waiting period.

C. Seniority

Any employee who takes military leave retains his or her original seniority date and all other seniority-based benefits as if continuously employed.

Employees on military leaves will not accrue any vacation or sick leave during periods of unpaid military leave.

Time spent on military leave will be counted as time worked for purposes of determining eligibility for family and medical leave.

7.9.5 Reinstatement

The Agency will adhere to the applicable federal or state law that is most beneficial to the employee in determining reinstatement rights.

Generally, employees must provide timely notice of their intent to return to work after military service. An employee returning from military leave will be reinstated to employment in the position he or she would have held had there been no interruption for military service, if qualified. If reasonable efforts to so qualify the employee fail, he or she will be returned to the position held at the beginning of the leave, if qualified.

Reinstatement may be denied if the employee receives a dishonorable or other disqualifying discharge, fails to timely request reemployment, or the Agency's circumstances have so changed to make reemployment impossible or unreasonable.

Section 7.10. Leaves of Absence without Pay–Accrual of Vacation and Sick Leave

An employee taking leave without pay shall earn vacation leave and sick leave during the week in which the leave of absence occurs according to the following weekly schedule. Such vacation leave and sick leave shall be calculated to the nearest tenths as shown in the chart below:

HOURS OF LWOP	PERCENTAGE OF ACCRUAL
2 – 3.9	90
4 – 7.9	80
8 – 11.9	70
12 – 15.9	60
16 – 19.9	50
20 – 23.9	40
24 – 27.9	30
28 – 31.9	20
32 – 35.9	10
36 – 40.0	0

Section 7.11. Outside Employment

The Agency forbids employees on a leave of absence, other than military leave, from holding outside employment during such leave. Employees who violate this policy will forfeit any leave of absence and will be deemed to have voluntarily terminated their employment and separated from the Agency.

CHAPTER 8 BENEFITS

Section 8.1. Insurance

8.1.1 Purpose

The Agency will provide all eligible employees and their dependents access to group health insurance programs including medical, dental and vision and life insurance.

8.1.2 Terms of Coverage

The amount and type of coverage, as well as the percentage of Agency contribution, is subject to change from time to time depending on changes in applicable premiums.

Information describing coverage is available from the Agency Human Resources department upon request. If there is a conflict between the language used here and the language contained in the group plan documents, the plan documents will prevail.

8.1.3 Eligibility

Full-time and part-time permanent employees are eligible for medical, dental, vision and life insurance coverages. The effective date for these coverages is the first of any month following thirty (30) days of continuous service, except for medical which is effective the first of the month following the employee's hire date. Employees returning from layoff shall have full benefits made available to them on the first of the month following their return to work, without waiting the otherwise mandatory "waiting period."

8.1.4 Medical, Dental and Vision Coverage

A. Payment of Premiums

Presently the Agency pays 96% of the premium for Medical and 100% of the premium Dental for eligible full-time permanent employees during periods of regular pay status (including paid time off and paid leave). The agency pays 100% of benefits for full-time permanent employees with no dependents. The Vision premium is paid for by the Employee. The Agency does not pay insurance premiums for employees on an unpaid leave of absence or whose hours fall below the required minimum for eligibility of at least fifty (50) paid hours per pay period, unless specifically provided in another Agency policy such as the family and medical leave policy. Employees can elect to waive coverage providing that they can show they are covered by health insurance elsewhere.

The monthly premiums for permanent part-time employees shall be paid on a pro-rata basis proportional to full-time employment.

B. Long Term Disability

As used herein, "long-term disability" means the status reached when an eligible employee has, during any consecutive 12 month period, been unable to work or

perform the duties for which employed for 90 calendar days during that period, because of his or her own ill health or physical or mental disability.

Upon entering long-term disability status, an employee may petition the Board of Directors for use of accrued vacation or sick leave sufficient to pay premiums as set by the Agency for continuation of health, dental and vision coverage. Granting or denial of such petition shall be at the sole discretion of the Board based on their evaluation of the circumstances in each case. A granting in one case shall not be construed to have set a precedent when reviewing other cases.

C. Continuation of Health Benefits - COBRA

As stated above, the Agency's health care plans are maintained for employees in regular pay status and their covered dependents. The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and a related state law allow employees and their dependents to continue health care coverage at their own expense for up to 36 months if they lose coverage due to termination or other qualifying events.

D. Temporary Employees

Temporary employees are eligible for group health benefits for themselves and their dependents at their own expense provided the temporary employee qualifies as provided above and provided further, the employee pays the monthly premium for the group health care coverage a minimum of 10 days in advance of the first of each month.

8.1.5 Life Insurance Coverage

The Agency provides life insurance coverage for eligible employees in accordance with carrier requirements and at benefit levels determined through negotiations with the applicable employee representative. Presently the Agency pays 100% of the premium for this insurance.

Section 8.2. Retirement

8.2.1 Purpose

The Agency provides retirement benefits to fulltime and part-time, permanent employees through its plan with CalPERS. The terms of the plan shall govern retirement benefits.

8.2.2 Plan Overview

CalPERS provides a defined benefit plan. Benefits are based on the employee's age, years of credited service and final compensation at retirement. Employees become fully vested with 5 years of service. For employees hired prior to May 21, 2011 the minimum retirement age is 55 with a benefit formula of 2.5% at 55 (Tier 1); for employees hired between May 21, 2011 and December 31, 2012 the minimum retirement age is 60 with a benefit formula of 2.0% at 60 (Tier 2); and for employees hired on or after January 1, 2013 the minimum retirement age is 62 with a benefit formula of 2% at 62 (PEPRA New Members).

8.2.3 Contributions

The Agency pays the employer's contribution share at the current rate (FY 2023/2024) of 13.340% for Tier 1 members, 10.1% for Tier 2 members and 7.680% for PEPRA members of reportable earnings. The Employee pays the employee's contribution share at the current rate of 8% for Tier 1 members, 7% for Tier 2 members and 7.75% for PEPRA members of reportable earnings. These percentages are subject to change based on CalPERS rates.

Section 8.3. Education, Membership and Professional Affiliation Fees

8.3.1 Purpose

The Agency will reimburse tuition, membership, and professional affiliation fees to eligible employees.

8.3.2 Eligibility

- Must be a regular, full-time employee.
- Must have at least one-year full-time employment.
- Must meet the performance expectations of his or her current position.
- Must not have any formal disciplinary actions with NVTa within the previous 18 months. Formal disciplinary actions include written warnings, demotions, or suspension.
- Must have an individual development plan in place, reviewed and agreed to by the supervisors with recognition that the educational investment is part of the employee's development for the current job or for a job to which he or she would realistically move to within NVTa in the future.
- Undergraduate level and graduate level degree course work, (both credit and non-credit courses such as continuing education & off-site training) are eligible for reimbursement, provided the employee's management agrees that the intended studies relate to the individual's current or potential future job at NVTa. This alignment should be reflected within the employee's individual development plan as noted in their performance evaluation.
- Must have clear alignment between the employee's educational ambitions, the agency's needs, the employee's performance management agreement and individual development plan.
- Must apply for and be pre-approved before enrolling in courses or any other type of formal education such as professional certifications. It is advisable for application to be made a 60-90 days in advance of the course/program to allow time to consider approval and budgeting, as appropriate.

8.3.3 Education Fees

Tuition for authorized Agency continuing education or a college degree are eligible for reimbursement. Education must be relevant to enhancing job knowledge or job related skills, or for the purpose of qualifying for advancement within the Agency as described in the employee's development plan. Employees are required to prepare a written request outlining the objectives for obtaining the education, expected timeframe, coursework and cost estimates, including tuition and books. The written request is to be submitted to the Executive Director for consideration and discretionary approval prior to enrolling in coursework, provided the employee

intends to seek Agency reimbursement. Depending on the cost or relevancy of the proposed education, the Executive Director may agree to reimburse all or a portion of the estimated cost. Actual reimbursements are eligible only after the successful completion of each quarter or semester as evidenced by supporting documentation from the college or university. Expenses for travel, lodging, meals or mileage related to education are not eligible for reimbursement.

Employees who accept tuition reimbursement, commit to regular full-time time service of two (2) years for an under-graduate degree or three (3) years for a graduate degree, following the successful completion of the coursework. In the event that an employee voluntarily terminates their employment with NVTa or is terminated for cause at any time during the course of employment, the employee agrees to repay NVTa the entire amount of tuition, associated fees, and taxes, if any, that have been paid for all courses. Repayment will not be required if the termination of their employment is due to death, long-term disability, layoff or involuntary termination for any reason other than cause.

If an employee does not repay any amounts due as indicated above on or before their last day of employment, any such amounts will be deducted from the employee's final paycheck or from other amounts payable to the employee upon or following termination of employment, and will authorize such deduction. Employees will also acknowledge that any balance still owed to NVTa after the deductions referenced above must be repaid to NVTa.

Employees shall be allowed sufficient leave with pay to meet the minimum education coursework requirement. The allowed leave shall be subject to the convenience of the Agency and the approval of the Executive Director.

8.3.4 Membership and Professional Affiliations Fees

Employees are encouraged to be members and active participants in job related professional affiliations. Memberships in professional organizations, and certifications or licenses related to transportation, engineering, financial management, accounting or other governmental affiliations are eligible for reimbursement as approved by the Executive Director. A maximum of two (2) memberships per employee totaling no more the \$500 per year is available for memberships to be reimbursed to the employee or paid directly by the Agency. The Executive Director may authorize an amount greater than this limit on a case by case basis when it is in the best interest of the Agency.

NVTa reserved the right to amend these Personnel Policies and Procedures at any time.

**NVRTA
POLICIES, PRACTICES AND PROCEDURES MANUAL**

PERSONNEL

CHAPTER 1 INTRODUCTION	7
Section 1.1. Overview of Personnel Policies	7
1.1.1 Statement of Policy	7
1.1.2 Construction and Limitations.....	7
1.1.3 Implementation of the Policies	7
CHAPTER 2 EMPLOYMENT STATUS	8
Section 2.1. Definitions	8
Section 2.2. Hiring Process	10
2.2.1 Statement of Policy	10
2.2.2 Personnel Request	10
2.2.3 Employee Selection	10
2.2.4 Placing Employee on the Payroll	11
Section 2.3. New Employee Orientation	12
2.3.1 Statement of Policy	12
2.3.2 Content of Orientation.....	12
Section 2.4. Probationary Period	13
2.4.1 Statement of Policy	13
2.4.2 Duration of Probationary Period.....	13
2.4.3 Termination of Probationary Period	13
2.4.4 Rejection of Probationer Following Promotion	13
2.4.5 Effect of Leaves of Absence on Probationary Period.....	13
Section 2.5. Job Classification	14
Section 2.6. Job Descriptions	14
Section 2.7. Assignment and Transfer.....	14
2.7.1 Statement of Policy	14
2.7.2 Temporary Assignments	14
Section 2.8. Promotion	15
2.8.1 Statement of Policy	15
2.8.2 Application Procedure.....	15
2.8.3 Criteria for Selection	15
2.8.4 Probationary Period	15
2.8.5 Procedure When Employee Does Not Pass Probation.....	15
Section 2.9. Anti-Nepotism Policy and Non-Fraternization Policy.....	16
2.9.1 Statement of Policy	16
2.9.2 Relatives, Spouses or Domestic Partners in Same Department, Work Area or Facility	16
2.9.3 Application of the Policy.....	16
Section 2.10. Performance Evaluation.....	17
Section 2.11. Resignation.....	18

Section 2.12. Layoff	19
2.12.1 Statement of Policy	19
2.12.2 Layoff Order	19
2.12.3 Notice	19
2.12.4 Reinstatement from Layoff	19
2.12.5 Benefits	19
Section 2.13. Personnel Files	19
2.13.1 Statement of Policy	19
2.13.2 Employee Responsibility to Ensure Accuracy of Personnel Records	20
2.13.3 Duty to Provide Accurate Information	20
2.13.4 Access to Personnel Files	20
CHAPTER 3 HOURS OF WORK AND COMPENSATION	21
Section 3.1. Work Schedules	21
3.1.1 Work Schedules	21
3.1.2 Standard Work Schedule	21
3.1.3 Standard Work Week	21
3.1.4 Flex Time	21
Section 3.2. Meal and Rest Breaks	21
3.2.1 Meal Breaks	21
3.2.2 Rest Periods	22
3.2.3 Meal and Rest Breaks May Not Be Combined or Postponed	22
Section 3.3. Compensation	22
3.3.1 Statement of Policy	22
3.3.2 Wage Rates	22
3.3.3 Pay Schedule	23
3.3.4 Payroll Deductions	23
3.3.5 Updating Payroll Information	23
Section 3.4. Timekeeping	24
3.4.1 Employees	24
3.4.2 Consequences of Falsifying Time Records	24
Section 3.5. Overtime	24
3.5.1 Statement of Policy	24
3.5.2 Exclusion from Policy	24
CHAPTER 4 STANDARDS OF CONDUCTS	26
Section 4.1. Equal Employment Opportunity	26
4.1.1 Statement of Policy	26
4.1.2 Employee, Supervisor and Management Responsibilities	26
Section 4.2. Anti-Harassment/Discrimination Policy	26
4.2.1 Statement of Policy	26
4.2.2 Definitions	27
4.2.3 Zero Tolerance	28
4.2.4 Complaint and Investigation Procedure	28
4.2.5 Prohibition on Retaliation	29
4.2.6 Prevention	30
Section 4.3. Mutual Respect and Courtesy Rule	30
Section 4.4. Reasonable Accommodation	30

4.4.1	Statement of Policy	30
4.4.2	Conditions Covered By This Policy	30
4.4.3	Examples of Reasonable Accommodation	31
4.4.4	Requests for Reasonable Accommodation.....	31
4.4.5	Medical Information	32
4.4.6	The Interactive Process	32
4.4.7	Miscellaneous Guidelines	33
Section 4.5.	Appearance, Conduct and Hygiene	33
4.5.1	Statement of Policy	33
4.5.2	Guidelines on Appearance, Conduct and Hygiene	33
Section 4.6.	Attendance and Punctuality	34
4.6.1	Statement of Policy	34
4.6.2	Reporting Requirements	34
4.6.3	Discipline	34
Section 4.7.	Secondary Employment.....	35
4.7.1	Statement of Policy	35
4.7.2	Notification and Approval	35
Section 4.8.	Causes for Discipline	35
4.8.1	Statement of Policy	35
4.8.2	Standards of Conduct	36
Section 4.9.	Discipline	37
4.9.1	Statement of Policy	37
4.9.2	Progressive Discipline.....	37
4.9.3	Administrative Leave.....	37
4.9.4	Procedures for Disciplinary Action of a Permanent Employee	38
CHAPTER 5	HEALTH AND SAFETY ON THE JOB.....	40
Section 5.1.	Job Safety	40
5.1.1	Statement of Policy	40
5.1.2	Employee Responsibility	40
5.1.3	Injury Reporting	40
Section 5.2.	Workplace Violence Prevention	40
5.2.1	Statement of Policy	40
5.2.2	Employee Responsibilities	40
5.2.3	Conduct Prohibited By This Policy	40
5.2.4	Reporting Procedure.....	41
5.2.5	Corrective Actions.....	41
Section 5.3.	Alcohol and Drug Free Workplace	42
5.3.1	Statement of Policy	42
5.3.2	Definitions	42
5.3.3	Pre-Employment Drug and Alcohol Screening.....	43
5.3.4	Prohibition on Possession, Use, Sale or Transport of Alcohol or Drugs ..	43
5.3.5	Reasonable Suspicion Testing	44
5.3.6	Search or Inspection of Agency Property for Illegal Drugs or Alcohol.....	44
5.3.7	Disciplinary Action	45
5.3.8	Drug and Alcohol Assistance Programs.....	45
Section 5.4.	Fitness for Duty.....	45

5.4.1	Statement of Policy	45
5.4.2	Employee Responsibility	45
5.4.3	Pre-Employment Medical Examinations	45
5.4.4	Post-Employment Fitness for Duty Examinations	46
5.4.5	Confidentiality of Examination Records	47
Section 5.5.	Driving.....	47
5.5.1	Statement of Policy	47
5.5.2	Driver's License Requirements	47
5.5.3	Good Driving Record	48
5.5.4	Compliance with Traffic Laws	49
5.5.5	Use of Seatbelts	49
Section 5.6.	Smoking.....	49
CHAPTER 6	EQUIPMENT AND PROPERTY	50
Section 6.1.	Use and Care of Agency Property	50
6.1.1	Statement of Policy	50
6.1.2	Damage or Loss of Agency Equipment.....	50
6.1.3	Key/Access Card Distribution	50
6.1.4	Personal Use of Agency Property	50
6.1.5	Personal Tools or Property	50
6.1.6	Agency Access to Property.....	50
6.1.7	Entry onto Private Property.....	51
6.1.8	Purchasing.....	51
Section 6.2.	Phones, Computers, and Other Electronic Equipment	51
6.2.1	Statement of Policy	51
6.2.2	Phone Usage for Personal Reasons.....	51
6.2.3	Internet Usage	51
6.2.4	Decorum of Communications.....	52
6.2.5	Installation or Duplication of Software.....	52
6.2.6	Discipline	52
Section 6.3.	Agency Vehicles	52
Section 6.4.	Employee Purchase Program	54
6.4.1	Mobile Device	54
CHAPTER 7	TIME OFF AND LEAVES OF ABSENCE.....	56
Section 7.1.	Holidays.....	56
7.1.1	Eligible Employees	56
7.1.2	Recognized Holidays	56
7.1.3	Personal Leave.....	56
7.1.4	Board Ordered Holiday	57
7.1.5	Holidays Occurring During Unpaid Leave	57
7.1.6	Working on Holidays.....	57
Section 7.2.	Vacation.....	57
7.2.1	Purpose	57
7.2.2	Eligibility.....	57
7.2.3	Accrual.....	57
7.2.4	Scheduling.....	60
7.2.5	Termination or Retirement from Agency	60

Section 7.3. Sick Leave	61
7.3.1 Purpose	61
7.3.2 Eligibility	61
7.3.3 Accrual	61
7.3.4 Conversion of Vacation to Sick Leave	61
7.3.6 Employee Notice and Communication	61
Section 7.4. Workers' Compensation Leave	62
7.4.1 Purpose	62
7.4.2 Sick or Vacation Leave Supplementation	62
7.4.3 Accrual of Benefits during Leave	62
Section 7.5. Pregnancy Leave	62
7.5.1 Purpose	62
7.5.2 Covered Employees	62
7.5.3 Leave Rights	63
7.5.4 Pay and Benefits	63
7.5.5 Employee Notice Obligations	63
7.5.6 Medical Certification	63
7.5.7 Other Forms of Pregnancy-Related Disability Accommodation	63
Section 7.6. Family and Medical Care Leave Act	64
7.6.1 Statement of Policy	64
7.6.2 Definitions	64
7.6.3 Family and/or Medical Care Leave	65
7.6.4 Status of Prior Policies	69
Section 7.7. Funeral and Bereavement Leave	69
7.7.1 Purpose	69
7.7.2 Conditions of Leave	69
Section 7.8. Jury Duty and Witness Leave	70
7.8.1 Purpose	70
7.8.2 Jury Duty Leave	70
7.8.3 Witness Duty	70
7.8.4 Overtime Exempt Employees	71
Section 7.9. Military Leave	71
7.9.1 Purpose	71
7.9.2 Leave of Absence	71
7.9.3 Employee Notice Requirements	71
7.9.4 Pay and Benefits While On Leave	71
7.9.5 Reinstatement	72
Section 7.10. Leaves of Absence without Pay—Accrual of Vacation and Sick Leave	72
Section 7.11. Outside Employment	72
CHAPTER 8 BENEFITS	74
Section 8.1. Insurance	74
8.1.1 Purpose	74
8.1.2 Terms of Coverage	74
8.1.3 Eligibility	74
8.1.4 Medical, Dental and Vision Coverage	74
8.1.5 Life Insurance Coverage	75

Section 8.2. Retirement	75
8.2.1 Purpose	75
8.2.2 Plan Overview.....	75
8.2.3 Contributions.....	76
Section 8.3. Education, Membership and Professional Affiliation Fees	76
8.3.1 Purpose	76
8.3.2 Eligibility.....	76
8.3.3 Education Fees.....	76
8.3.4 Membership and Professional Affiliations Fees	77

CHAPTER 1 INTRODUCTION

Section 1.1. Overview of Personnel Policies

1.1.1 Statement of Policy

The following employment policies, procedures and rules for the administration of employer/employee relations will be referred to as these “Personnel Policies and Procedures.” These Personnel Policies and Procedures are for the guidance of the management and supervisory staff and for employees of the Agency and their employee organizations.

1.1.2 Construction and Limitations

The Personnel Policies and Procedures shall be subject to the following limitations, conditions, constructions and interpretations:

- A. The Agency reserves the right to rescind, revise or supplement the Personnel Policies and Procedures at any time and from time to time.
- B. The Personnel Policies and Procedures do not constitute a contract with any employee.
- C. Employees who are appointed and serve “At Will” have the right to terminate employment with NVTa at any time, with or without advance notice and with or without cause. NVTa, as the employer, likewise has the right to terminate the employment of an At Will employee at any time, with or without advance notice and with or without cause. No one in the Agency other than the appointing authority, e.g. either the NVTa Board of Directors or Executive Director, may alter that At Will arrangement, or enter into an agreement for employment for a specified period of time, or make any agreement contrary to this provision. To the extent any Personnel Policies and Procedures set forth in this document are contrary to or inconsistent with the At Will status of an employee, such policies and/or procedures shall not apply to such employee.
- D. These Personnel Policies and Procedures supersede and replace any earlier policies, rules, regulations, handbooks, manuals, guidelines and practices relating to employment with the Agency.
- E. In the event any section or provision of this manual is declared invalid by a court of competent jurisdiction or is contradictory to any federal or state law or regulation, the remaining provisions shall not be invalidated and shall remain in full force and effect.

1.1.3 Implementation of the Policies

The Executive Director is responsible for developing and amending the administrative procedures that provide the steps and guidelines for carrying out the policies contained in this document. Administrative procedures, which could significantly affect employees or financially impact the NVTa, will be referred to the NVTa Board for approval.

CHAPTER 2 EMPLOYMENT STATUS

Section 2.1. Definitions

For the purposes of these rules the following definitions shall apply:

Agency: Napa Valley Transportation Authority

Applicant: A person who has made a formal request on a prescribed form in order to qualify for Agency employment.

Appointment: The offer to a person, and his/her acceptance of a position in accordance with the provision of these rules.

At Will: An employment relationship which either party (employer or employee) has the right to terminate at any time, with or without prior notice and with or without cause. This arrangement is called "employment At Will". An At Will employee serves at the pleasure of the appointing authority (in the case of the Executive Director, the appointing authority is the NVTB Board of Directors; in the case of all other At Will employees, the appointing authority is the Executive Director, unless otherwise appointed by the NVTB Board of Directors). An At Will employee is not afforded probationary or permanent employee status. At Will employment status is defined as follows:

- a. At Will employees include the Executive Director.
- b. Part time limited term, temporary, and special status hires separate from a regular, full-time, or part-time permanent staff member and dependent on specific hiring conditions.

Board: The NVTB Board of Directors Members.

Candidate: Any applicant who has been admitted to an examination.

Compensation: Any salary, wage or other emolument paid to an employee for performing the duties of a position.

Continuous Employment: Employment uninterrupted from the date of appointment, except for authorized absence.

Demotion: A change from a position in one class to a position in a lower class.

Discharge: The termination of employment of an employee for disciplinary purposes.

ED: Executive Director

Eligibility List: A list of names of candidates who have been qualified for a specific job.

Employee: Any person who occupies a position in the Agency service and receives compensation for services performed for the Agency.

Employee Representative: An individual who appears on behalf of the employee.

Examination: A test or group of tests to determine the fitness and relative ability of persons seeking employment or promotion.

Exempt Employee: An employee who is not subject to the overtime provisions of the federal Fair Labor Standards Act.

Grievance: A complaint of an alleged violation of a rule or regulation upon which he/she desires official action to be taken.

Layoff: An actual separation from Agency service, an involuntary permanent reduction in work hours, or a demotion in lieu of layoff.

Leave-of-Absence: Permitted absence from duty for a specified period of time.

Minimum Qualifications: Standards of education and experience, knowledge, skills and abilities, and personal and physical characteristics as are prescribed in the class specifications.

Position: A group of current duties and responsibilities assigned or delegated by competent authority requiring the full-time or part-time employment of one person.

Permanent: The status of an employee who is lawfully retained in his/her position after the completion of the probationary period as provided in these rules.

Probationary: The status of an employee who has been certified and appointed as a probationary employee in accordance to these rules. Probationary status constitutes a trial period of six (6) months full employment and is to be considered part of the selection process. Employees receiving a promotion are also subject to a probationary period of six months. A probationary employee may be separated by the Agency from employment service at any time during the probationary period without right of appeal or hearing. Employees may also be subject to a performance related probationary period if an employee performance is not meeting the job requirements of a position regardless of how long that person has been employed by the agency. The length of the probationary period is at the discretion of the supervisor and/or the executive director.

Promotion: Changing from a position in one class to a vacant position in a higher class with a higher salary range without a break in service.

Re-employment Eligibility Lists: Lists established as a result of laying off probationary or permanent employees.

Regular Position: A budgeted position.

Resignation: Separation of an employee made at the request of the employee.

Salary Merit Increase: An increase in salary within the salary range prescribed for the class, based upon performance during the first six months of employment, unless initially appointed above the minimum step, and annual adjustments thereafter (based on the Performance Evaluation) until attainment of the top step of the salary range.

Separation: Any termination of employment.

State: The State of California.

Status: The condition of an employee's appointment, such as part-time, At Will, or probationary, permanent, or temporary.

Suspension: An enforced leave of absence without pay for disciplinary purposes.

Temporary: "Temporary" is the status of those persons employed for a temporary period (limited term) to perform a specific task, job or assignment. Such employees are not entitled to holiday pay and shall not earn vacation, personal or sick leave. In addition

temporary employees shall not be eligible for salary merit increases nor entitled to participate in the Agency's retirement program. Temporary employees serve At Will.

Termination: Ending the employment of an employee by the agency.

Transfer: A change from one position to another in the same or similar class without any break in service. Such change in classes must have the same salary range and similar qualifications.

Vacancy or Vacant Position: Any unfilled allocated position in the Agency. A position shall be deemed vacant when it is not filled by an employee in the class to which the position has been allocated.

Year: A twelve (12) month period unless otherwise designated.

Section 2.2. Hiring Process

2.2.1 Statement of Policy

This process sets forth procedures to follow when filling position vacancies other than the Executive Director. A vacancy occurs when a job opening will be filled by adding staff or by replacing an employee by either hiring an employee from outside the Agency or by transfer of an existing employee.

2.2.2 Personnel Request

A. Initiation

A request for personnel will be initiated by the Executive Director when a vacancy is to be filled.

2.2.3 Employee Selection

A. Job Vacancy Posted

Job vacancies will be posted on appropriate Agency bulletin board for the purpose of informing existing employees who may wish to submit an application.

B. Advertising

The Executive Director may advertise the job vacancy and, if necessary, list the vacancy with the California Employment Development Department. Temporary and/or part-time openings may be listed with the local colleges, or other appropriate educational institutions.

C. Employment Application

All applicants, internal and external, will be required to complete an employment application for each vacancy applied. Employment applications are available in the Agency's Human Resources office and on the NVTA web page.

D. Screening Applicants

The Human Resources department shall submit appropriate screening criteria and interview questions to the ED for approval. The ED will screen the applications to identify those that meet the criteria.

E. Interviewing

The ED, or his/her designee, and an additional panel of interviewers if appropriate, will interview employees and applicants that have been selected from the screening process. Interviewers not able to fairly assess the applicant due to a personal relationship or other reason will be disqualified from participating on the panel.

F. Documenting the Interview

During or immediately after each interview, each interviewer shall complete the Interview Rating Sheet which is provided to assist in arriving at a final decision. Appropriate numerical values representing the degree of each evaluation factor, based on the interview, job-related experiences or skills, or other pertinent criteria depicting the candidate's qualifications, shall be entered on the Interview Rating Sheet form. The order of qualified candidates shall be from the highest to the lowest total point value.

G. Selection

The decision concerning which candidate to select rests with the ED.

H. Notification.

Once the decision to hire or promote has been approved, it will be the responsibility of the Human Resources department to notify the prospective employee of his/her acceptance (pending any required background check) and the unsuccessful applicants of their rejection.

2.2.4 Placing Employee on the Payroll

A. Duties of the Executive Director or Designee:

1. The prospective employee will be given a conditional offer of employment conditioned upon the successful completion of a background check.
2. A background check may be conducted. If the prospective employee passes this part of the screening process, he or she may be required to take a medical exam
3. Upon successful completion of the background check and medical exam, the following steps will be taken:
 - (a) The ED will send an offer letter to the prospective employee, which must be signed and returned.
 - (b) A start date is coordinated with the Human Resources department.
 - (c) The prospective employee will be given an orientation interview covering the information identified in Section 2.3.2 of these Policies and Procedures.

Section 2.3. New Employee Orientation

2.3.1 Statement of Policy

All new employees will participate in a new employee orientation meeting with representatives from Agency administration and the employee's Supervisor.

2.3.2 Content of Orientation

The subjects that should be covered during such orientation, as applicable, include the following:

A. Information to Be Covered By Administration

- Job description
- Workplace harassment policies/training
- Personnel Policies and Procedures
- Personnel records and files
- The probationary period and extension (applicable to rehires, promotions, and transfers, as well as for new hires (other than At Will hires).
- Wages and salaries
- Performance evaluation
- Safety
- Employee communications and office decorum
- General working conditions
- Organizational chart

B. Information to Be Covered Regarding Benefits:

- Group insurance programs
- Employee's retirement and deferred compensation plans
- Workers' Compensation medical and disability coverage
- Payroll forms such as W-4, automatic deposits, etc.

C. Information to Be Covered By Human Resources

When the employee reports to work, the Human Resources department will review with the employee the general employment conditions, as applicable, including but not limited to:

- Introduction to fellow workers
- Organization and purpose of the Agency
- Attendance
- Safety
- Other related policies and procedures applicable to the employee

When the employee reports to work, the Department Head will review with the employee the general employment conditions, as applicable, including but not limited to:

- Specific job duties, training and performance standards
- Employee assignments

Section 2.4. Probationary Period

2.4.1 Statement of Policy

The probationary period is the final and most important phase of the selection process and is used for assessing the performance, ability, conduct and fit of the employee in the position to which appointed. During the probationary period the employee may be separated by the Agency at any time and for any reason, with or without cause.

All appointments to full-time and part-time positions, other than At Will appointments, are subject to the provisions of Section 2.4 and serving a probationary period. During the probationary period, employees are not eligible for time off using accrued vacation hours, personal leave hours, management leave hours or other paid time off (-PTO). Request for time off must be approved by their supervisor and will be unpaid. Accrued sick leave may be used at any time and are subject to the provisions of Section 7.3.

2.4.2 Duration of Probationary Period

A probationary period shall be for six (6) months for all employees, and shall begin on the first date of employment or promotion. An employee shall not attain regular full-time status in the new position until he or she has completed a probationary period of six (6) months continuous service in that position.

The term "continuous service" as used in this section means a period of six (6) months of work uninterrupted by a leave of absence. Where such interruptions occur, the Agency may extend the probationary period.

2.4.3 Termination of Probationary Period

Permanent status of the probationary employee shall begin after receipt of a positive evaluation no sooner than the end of the probationary period.

A probationary employee may be separated by the Agency from service at any time during the probationary period without right of appeal or hearing.

2.4.4 Rejection of Probationer Following Promotion

For any employee who fails to satisfactorily complete the probationary period following a promotion, the provisions of Section 2.8.5, Procedure When Employee Does Not Pass Probation, shall apply.

2.4.5 Effect of Leaves of Absence on Probationary Period

An employee who is on leave of absence without pay during his/her probationary period may have the probationary period extended by his/her supervisor. The extension may be up to the amount of time of the leave without pay. The Agency shall notify the employee of the extension in writing prior to the end of the probationary period as provided in Section 2.4.2.

Section 2.5. Job Classification

It is recognized that the creation and/or redesign of job classifications for all Employees, including the establishment of duties and the qualifications required therefore, are exclusive functions of Agency management.

All positions are evaluated according to necessity, relative skills required to do the work, and in some case, the market. Positions that are similar in type of work, level of difficulty and level of responsibility are grouped together in the same class. All positions in the same class are treated alike in such matters as salary and minimum qualifications.

The Executive Director and Human Resources will periodically review the work performed by employees to determine whether they are appropriately classified. If the duties of a position are found to have changed substantially, or the need for maintaining the position is at issue, the supervisor may recommend that the position be re-evaluated, reclassified, or abolished. Similarly, job descriptions will be prepared for any new positions which will be evaluated and classified according to their relative worth.

Section 2.6. Job Descriptions

Job descriptions define essential and other duties that an employee is required to perform in each classification as a condition of continued employment. They are not intended to limit the work which may be performed since other tasks may be assigned that are similar in nature or as needed.

Full job descriptions and salary ranges are available for review and will be provided by Human Resources upon request. ~~on the Agency H drive in the following location;~~

Section 2.7. Assignment and Transfer

2.7.1 Statement of Policy

While it is management's intent to schedule work and assign personnel in such a manner as to achieve maximum utilization of the respective employee's abilities, and while it is management's intent to encourage an employee's progression upward in the same line of work, it is recognized that conditions which affect Agency's operations will require flexibility in work assignments to permit cross-training and to stabilize the workload among departments. It is therefore also recognized that as conditions require, management will assign, and Management Employees and Non-Management Employees will perform, duties which may not be within the usual scope of classification responsibilities.

2.7.2 Temporary Assignments

If an employee is temporarily assigned to the full duties and responsibilities of a higher classification, he /she will be paid a higher rate for the entire period when working in the higher wage classification. If assigned to a lower wage classification, the employee will not earn less than he or /she would normally earn in a pay period in his/her regular classification.

A temporary job classification assessment form must be submitted to and approved by the Executive Director in advance.

Section 2.8. Promotion

2.8.1 Statement of Policy

It is the intent of the Agency that vacancies shall be filled by internal promotion of qualified Agency employees when feasible.

2.8.2 Application Procedure

When the Agency intends to fill a job opening, a notice of such opening listing essential qualifications and functions of the job shall be placed on appropriate Agency bulletin board. Employees shall have five (5) working days to apply for the position from the date of posting. All interested employees must file an application to be considered for the open position. In the event that no employees apply or are qualified for the position, the Agency may seek other applicants. The five (5) day in-house posting period may be reduced or waived when management is faced with emergency circumstances.

2.8.3 Criteria for Selection

A. Minimum Qualifications

To be considered a qualified applicant for any opening, an applicant must possess the minimum qualifications established for the position and, if applicable, pass any physical examination or drug and alcohol test that may be required as a conditional offer of employment.

B. Other Qualifications

The employee's qualifications will also be assessed in accordance with the priorities listed below:

- Test score, if test is given
- Related experience
- Ability to progress in position
- Documented performance
- Oral interview
- Experience and performance in previous Agency employment; and
- If all else is equal, upon length of employment with the Agency.

2.8.4 Probationary Period

Employees promoted to another position within the Agency shall serve a probationary period in the new position for the purpose of allowing the Agency to assess the employee's performance, ability, conduct and fit in the new position as provided in Section 2.4.2. Promoted employees who hold a regular-full time status may continue using PTO during this promotional probationary period.

2.8.5 Procedure When Employee Does Not Pass Probation

If the employee is unsuccessful in the new position, the following procedure will apply:

A. If a Vacancy Exists

The employee will be returned to his or her former position provided a vacancy still exists.

B. If a Vacancy Does Not Exist in the Former Position

1. The employee will be afforded the opportunity to compete in a vacancy for another position for which the Agency determines he or she is qualified.
2. If no other vacancy exists, or if the employee is unsuccessful in the bidding process for a vacant position, the employee may be laid off. Layoff; however, for a period of one year following layoff, the employee will be eligible to be rehired in the first available opening for which he or she is determined to be qualified.

Section 2.9. Anti-Nepotism Policy and Non-Fraternization Policy

2.9.1 Statement of Policy

The Agency's policy is to hire, promote and transfer employees on the basis of individual merit and to avoid any hint of favoritism, conflict of interest or discrimination in making such decisions. The employment of relatives, spouses or domestic partners is regarded as a potential violation of this policy. Even if favoritism, an actual conflict of interest, or discrimination is not shown, the existence of the situation may precipitate an appearance of unfairness or conflict of interest.

2.9.2 Relatives, Spouses or Domestic Partners in Same Department, Work Area or Facility

An employee's relatives, spouses or registered domestic partners (as defined under state law) may only be employed within the same work area, department or Agency facility when the following criteria are met:

1. Such employment does not adversely affect safety, morale, security, internal financial control, or supervision and the individuals involved do not work in direct supervision of each other.
2. An employee neither initiates nor participates in making institutional recommendations or decisions which would directly affect employment status of their spouse, registered domestic partner or relative(s). These recommendations/decisions include, but are not limited to, selection, appointment, retention, tenure, work assignments, promotion, demotion or salary.

The Agency may prohibit assignment or reassign employees if, in its sole discretion, it finds that any of the above criteria are not met.

2.9.3 Application of the Policy

1. "Relatives" refer to persons related by blood or marriage, or any relative residing in the immediate household of the employee

(including, but not limited to: wife, husband, parent, child, grandparent, brother, sister, in-laws, aunt, uncle, step relatives).

2. This policy also applies to persons who are registered domestic partners as defined under state law.

2.9.4 Marriage or Registered Domestic Partnership Arising Between Employees While Employed

1. Should two employees marry or form a registered domestic partnership while both are employed by the Agency, they may continue their employment in the same jobs provided that the criteria set forth in Section 2.9.2 are met.
2. If the criteria are not met, one of the employees in the marriage, or registered domestic partnership, must change jobs, work locations or leave the Agency. The couple will make a decision within thirty (30) days of the marriage or partnership, as to which of the two of them will change positions. If this decision is not made within 30 days, based upon its business needs, the Agency reserves the right to determine which employee will be transferred or whose employment will be terminated based upon the operational interests and needs of the Agency.

2.9.5 Non-Fraternization

In order to promote the efficient operation of the Agency and its business and to avoid misunderstandings, complaints of favoritism, other problems of supervision, security and morale, and possible claims of sexual harassment – managers and supervisors are forbidden from dating or pursuing romantic or sexual relationships with employees whom they supervise, directly or indirectly. Employees who violate this provision will be subject to discipline, up to and including discharge.

Section 2.10. Performance Evaluation

An employee serving a six (6) month probationary period shall receive evaluations from their immediate supervisor at ~~the end of three (3) months and also prior to the completion of the employee's probationary period.~~ A three (3) month evaluation may be conducted by their immediate supervisor upon request by the employee or ~~If the employee's performance review at the end of the three month period is at "Does Not Exhibit", then that employee shall not pass probation. If an employee has more than two areas of "Building Competencies" or "Does Not Exhibit" if the employee is not meeting a minimum performance standard as outlined in the job description in specific categories, such employee will have an interim review at four months from hire.~~ Failure to reach an overall "Fully Exhibits" rating for management employees or "Meets Standards" rating for non-management employees, by the ~~six months~~six-month review will be considered as failing probation. An employee may be released from employment upon failing probation or at the discretion of the Executive Director an employee failing to reach an overall "Fully Exhibits" rating for management employees or "Meets Standards" rating for

non-management employees at the end of their six-month probation review may have their probation period extended to up to three (3) months. —

Evaluations for permanent employees shall be completed annually.

Such evaluations shall be on forms and under procedures prescribed by the Executive Director.

Salary movement through a pay grade will be based on performance which is reviewed on an annual basis on the employee's anniversary date.

Pay grade ranges are approximately 20% from beginning step to the top of the pay grade. An employee may receive an increase within their pay grade based upon their performance and NVTB Board allocation of a salary pool. Once an employee reaches the top of their pay grade they will still be subject to annual performance reviews.

The pay grades will be adjusted annually and indexed to the average of County of Napa, Sonoma County Transportation Authority, and Solano County Transportation Authority increases for a given year or Bay Area Consumer Price Index (CPI) for all labor within Napa County, whichever is greater.

The results of the performance evaluation shall be taken into account in the following ways:

1. A discretionary leave of absence will be granted only to an employee whose last evaluation was at least satisfactory.
2. The general record of service as well as specific and immediate disciplinary charges will be taken into account when disciplinary action against an employee is proposed and the discipline, if any, is assessed.
3. Merit salary increases will be determined by the Executive Director and can be awarded only to those employees whose current overall evaluation is at least "Fully Exhibits" or above for management positions, and at least a "Meets Standards" or above for non-management positions.
4. If a non-probationary employee is at "Does Not Exhibit or Building Competencies" in two or more specific areas, or receives an overall rating of "Does Not Exhibit" that employee will be evaluated again within three months. Continued failure to meet performance expectations will lead to further disciplinary action up to and including discharge.

Section 2.11. Resignation

Any employee, other than the Executive Director or At Will employees, wishing to leave service in good standing shall file with the Agency a signed written resignation giving at least two weeks' notice of his/her intention to leave the service, unless the Agency consents to an earlier separation.

The written resignation shall be forwarded to the Executive Director. The Executive Director may request an exit interview with the separating employee.

Any employee who leaves service without so filing a written resignation shall have such fact entered in his/her service record and may, by action of the Executive Director, be denied employment opportunities with the Agency in the future.

Section 2.12. Layoff

2.12.1 Statement of Policy

When it is necessary to reduce the working staff of the Agency for lack of work or lack of funds or for other causes outside of the worker's control, the Agency shall determine the classes of positions in which the reduction is to be made and the number of positions to be affected, except that this Section 2.12 shall not apply to At Will employees. Reduction in staff within the designated classes of positions shall occur in the following order:

1. Employees who have temporary status.
2. Employees who are probationary.
3. Part-time regular employees.
4. Full-time regular employees.

2.12.2 Layoff Order

The Agency shall determine the employees to be laid off within a class of positions on the basis of an employee's performance and/or special qualifications needed by the Agency.

2.12.3 Notice

The Agency will give employees notice of any reduction in staff at least two weeks prior to the effective date.

2.12.4 Reinstatement from Layoff

Full-time employees who are laid off will be given the right of first refusal in filling future vacancies in the position from which he/she was laid off for a period of one year.

2.12.5 Benefits

During periods of lay off, health care coverage remains available if premiums are paid by the employee in accordance with carrier regulations and limitations and COBRA/Cal-COBRA laws as applicable. Such benefit will be available for a period of time consistent with COBRA/Cal-COBRA.

Section 2.13. Personnel Files

2.13.1 Statement of Policy

The Agency maintains personnel files on all employees. The files contain confidential information such as job applications, resumes, documentation of performance, salary changes, benefit elections and other employment records.

2.13.2 Employee Responsibility to Ensure Accuracy of Personnel Records

The accuracy of personnel records is essential for the proper handling of many items of great importance to employees, including the emergency notification of family, income tax deductions, insurance coverage, and other fringe benefits from the Agency. It is the employee's responsibility to keep the Agency updated on personal information so that the Agency may effectively handle those programs and tasks which are for the employee's benefit.

In order that the Agency may keep complete and current records, it is mandatory that the employee notify the Agency office immediately whenever there is a change in the employee's following information:

1. Address
2. Telephone Number (Note: As a condition of employment, it is necessary that the employee present a telephone number where he/she can be reached by his/her Supervisor directly without having to go through other parties.)
3. Person to notify in the event of an emergency.
4. Name, through marriage or otherwise.
5. Marital status
6. Number of dependents
7. Insurance beneficiary
8. Military Status
9. Driver's license number and date of expiration when a condition of employment.

2.13.3 Duty to Provide Accurate Information

Any misrepresentations, falsifications, or material omissions by an employee on his or employment documents may result in disciplinary action up to and including termination of employment.

2.13.4 Access to Personnel Files

An employee may request to review his or her personnel file by submitting a written request twenty-four hours in advance to the Executive Director or designee. If an employee disagrees with any item contained in his or her personnel file, the employee may add a document containing his or her version of the disputed item.

CHAPTER 3 HOURS OF WORK AND COMPENSATION

Section 3.1. Work Schedules

3.1.1 Work Schedules

New employees will be advised of their work schedules when they commence employment with the Agency. From time to time, it may be necessary for the Agency to change employee work schedules. Employees are expected to cooperate with these changes and are expected to arrange their personal schedules to comply with their assigned work hours.

3.1.2 Standard Work Schedule

The standard work schedule is forty (40) hours. The core work hours are 9:00 a.m. to 4:00 p.m. with at least 30 minutes for lunch. The standard hours and/or days of a standard work schedule may be altered upon request by the supervisor and with approval of the Executive Director. ~~Alternate~~TERNATE Work~~ORK SCHEDULES Schedules~~ (9-80's AND 4-10's) may be authorized by the Executive Director and approval ~~of such~~ will be placed in the employees personnel file. Employees with an alternate work schedule are required to sign and abide by the Alternate Work Week Schedule Policy. Employees in a probationary period are not eligible to participate in an alternate work schedule.

3.1.3 ~~Standard Work Week~~

The Standard workweek is a seven-day period beginning at 12:00 a.m. on Saturday and ending at 11:59 p.m. on Friday.

3.1.4 Flex Time

"Flex time" occurs where an employee varies his or her regularly scheduled start or end time. It is confined to a normal work week as defined above.

Flex time for employees is subject to prior approval by the employee's supervisor and the Executive Director. Prior written approval from employee's supervisor and the Executive Director shall be obtained no later than the conclusion of the previous work shift.

~~Management and Supervisory~~Exempt employees are expected to be on duty at the times they can most efficiently discharge those tasks relative to supervising their employees and ~~interacting with other Agency personnel and members of the public~~to meet other business requirements such as meetings or public outreach events. If this is at a time other than normal business hours they can notify the Executive Director and have their normal duty hours changed to so reflect.

Section 3.2. Meal and Rest Breaks

3.2.1 Meal Breaks

Employees shall take an unpaid 30 or 60 minute meal break. Such meal break shall be scheduled at approximately mid-way through the workday.

3.2.2 Rest Periods

Employees are permitted one 15-minute rest period for each four (4) hour work period. These breaks shall be scheduled about midway through each four (4) hour period.

3.2.3 Meal and Rest Breaks May Not Be Combined or Postponed

Rest and meal periods are provided so the employees may rest, obtain nourishment and rejuvenate during the workday. Employees may not combine rest periods or add them to meal breaks. Nor may employees postpone their rest or meal periods to the end of the workday in order to leave earlier.

Section 3.3. Compensation

3.3.1 Statement of Policy

As a public entity, the Agency is committed to rendering the highest level of service possible at a fair and reasonable cost. The Agency's ability to achieve this objective is affected by a number of factors, one of which is the quality performance of Agency employees. In order to attract and retain highly competent employees, promote continuous superior performance, and give full recognition to Agency financial constraints, the following criteria will be considered in establishing employee compensation:

1. The impact of compensation on the cost of services, financial position of the Agency, and overall operational cost.
2. Compensation paid for similar work in other public and private organizations.
3. The relative value of individual employee's services to the success of the Agency.
4. The general and specific performance of employees.
5. Status of the labor force, economic conditions, recruitment and retention experience, and other factors influencing the maintenance of a stable and efficient work force.

The Executive Director or their designee shall develop an annual Salary and Benefits package for submission to the Board each year. The schedule shall set forth the positions approved by the Board, together with proposed salary ranges and employee benefits, for the upcoming fiscal year beginning July 1. Salary ranges and employee benefits are to be reviewed and considered by the Board for adjustment for each fiscal year as part of the budget adoption.

3.3.2 Wage Rates

Employees will be paid within the salary range established for their job classification. A list of job classifications and applicable salary rates is maintained in the Agency's business office.

From time to time, salary rates may be adjusted to reflect inflation, deflation or other cost of living changes. The Bay Area Consumer Price Index, and/or the

average of salary adjustments for Napa County, Sonoma County Transportation Authority, and Solano County Transportation Authority as published at the time of the Executive Director's development of the recommended annual Salary and Benefits package shall be referred to in considering the possible adjustment of salary rates. Nothing herein shall constitute an implied or specific agreement by Agency to grant cost of living increases or as to the amount of any such increase. The purpose of this provision is to provide a framework for the development of the annual Salary and Benefits package that is subject to review and approval by the Board.

3.3.3 Pay Schedule

Wages will be paid on a bi-weekly basis. Wages will be paid within fourteen (14) calendar days following the end of the pay period. If paid by check in lieu of direct deposit, such paychecks not picked up by 4:00 p.m. on payday will be mailed.

3.3.4 Payroll Deductions

An employee's earnings and payroll deductions are shown on a check stub with the employee's paycheck. The check stub should be examined and retained for personal records.

The Agency will make the following deductions from an employee's earnings:

A. Mandatory Deductions

1. Federal Income Tax (Withhold Tax)
2. State Income Tax
3. State Disability Insurance (S.D.I.)
4. Garnishments/Wage Attachments

B. Employee Authorized Deductions

1. Employee deferred compensation contributions
2. Medical and dental insurance contributions
- ~~3. Jury duty payments to an employee who was provided paid time off for jury service~~
- 4.3. Other Deductions Agreed Upon in Writing by the Employee and permitted by law.

3.3.5 Updating Payroll Information

During the course of employment, changes affecting payroll status will probably occur from time to time. Examples are changes in marital status, name change due to marriage, changes in number of dependents and changes required to adjust an excessive or insufficient tax withholding situation. Questions concerning these changes should be directed to the Human Resources department.

Section 3.4. Timekeeping

3.4.1 Employees

A. Time Sheet

Each employee is responsible for preparing an individual time sheet weekly. The employee should accurately record regular and authorized overtime hours worked and leave usages. Time sheets must also reflect the accurate coding within the timekeeping system ~~show all of the following~~ for each job performed during the week.:

1. ~~Work locations such as lateral name or improvement Agency number.~~
2. ~~Job or task number.~~

B. Submission of Time Sheets

Each employee must electronically submit his or her time card, verifying its accuracy, and have the time sheet reviewed and approved by his/her supervisor or Designee. Employees are expected to submit their time sheets promptly as directed by the Executive Director, or his/her Designee.

3.4.2 Consequences of Falsifying Time Records

Falsification of time sheets, recording time for another or signing the timesheet of another will result in disciplinary action up to and including discharge.

Section 3.5. Overtime

3.5.1 Statement of Policy

~~From time to time,~~ Overtime work may be necessary to complete a work assignment or tend to the public's needs. Examples are special events, community outreach and emergency service. Overtime must be required by and authorized by the Executive Director/his/her supervisor. ~~All employees will be expected to work overtime under specific circumstances which shall be defined by the Executive Director.~~ Refusal to work, after requested to do so under those circumstances, will be grounds for disciplinary action.

3.5.2 Exclusion from Policy

For purposes of determining entitlement to overtime pay under the federal Fair Labor Standards Act (FLSA), employees will be either classified as exempt or non-exempt based upon the nature of their duties. Exempt employees, ~~such as management positions,~~ are not entitled to overtime pay.

3.5.3 Overtime Pay

An employee who works overtime shall be compensated at a rate of one and one half (1 ½) time the employee's standard hourly regular rate of pay in cash ~~cash~~ or compensatory time off. Employees must specify at the time of timesheet submittal how they would like to be compensated. ~~may elect to be compensated in cash or compensatory time off for any overtime worked and must make the election on the time card for the pay period in which it was worked.~~

Unless otherwise provided below, overtime is defined as any time actually worked in excess of forty (40) hours in an employee's standard workweek. For employees on an alternate work schedule (including four (4)-ten (10) and nine (9)-eighty (80) schedules), overtime is defined as any time actually worked in excess of an employee's standard work day in a consecutive twenty-four (24) hour period or forty (40) hours in an employee's standard workweek.

~~An employee who works more than the normal number of workdays during a normal workweek based on their assigned work schedule shall receive overtime compensation provided that the employee was not absent from work for more than one normal work day in that workweek due to vacation, compensatory time, holiday, sick leave, any other paid leave or a combination thereof.~~

Overtime pay must be approved in advanced by employee's supervisor and the Executive Director prior to performing the work.

CHAPTER 4 STANDARDS OF CONDUCTS

Section 4.1. Equal Employment Opportunity

4.1.1 Statement of Policy

The Napa Valley Transportation Authority is an equal opportunity employer. The Agency does not discriminate against qualified applicants or employees with respect to any terms or conditions of employment based on an applicant's or employee's race, color, national origin, ancestry, religion, physical disability, mental disability, medical condition, marital status, domestic partner status, sex (including pregnancy, childbirth and related medical conditions), gender (including gender identity), age (over 40), sexual orientation, political affiliation, veteran's status, or any other characteristic protected by federal, state or local law.

The Agency subscribes to all federal and state laws that are intended to protect the right and opportunity of all persons to seek, obtain and hold employment without discrimination or abridgment because of the foregoing characteristics.

4.1.2 Employee, Supervisor and Management Responsibilities

All employees are charged with the responsibility of furthering equal employment opportunity by identifying and reporting incidents of discrimination. Agency managers and supervisors are further required to ensure that principles of equal employment opportunity and non-discrimination are followed with regard to recruitment, hiring, placement, promotion, transfer, demotion, layoff, termination, pay and other forms of compensation, training and general treatment of employees during employment.

In any instance where an employee believes that this policy has been violated, that employee is encouraged to consult with the Agency's Executive Director, ~~or if~~ the alleged violator is the Executive Director, contact Human Resources to direct you to consult with the Chair of the Board with the assurance that no reprisals (retaliation) or otherwise adverse action will be taken against the employee.

Section 4.2. Anti-Harassment/Discrimination Policy

4.2.1 Statement of Policy

The Agency is committed to providing a work environment free from harassment and discrimination as defined by this policy. Agency policy prohibits discrimination, sexual harassment and harassment because of race, color, national origin, ancestry, religion, physical disability, mental disability, medical condition, marital status, domestic partner status, sex (including pregnancy, childbirth and related medical conditions), gender (including gender identity), age (over 40), sexual orientation, political affiliation, veteran's status, or any other characteristic protected by federal and state law. All such harassment and discrimination is prohibited. Persons protected from harassment and discrimination under this policy includes job applicants, employees and independent contractors. Applicants, employees or independent contractors are protected from harassment that is perpetrated by Agency officials, managers, supervisors, employees, and by

non-employees when the harassment occurs in the course of Agency work. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

4.2.2 Definitions

A. “Discrimination”

For purposes of this policy, discrimination may occur by either:

1. Treating members of a protected class less favorably because of their membership in that class. The protected groups are based upon race, age, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, sex, sexual orientation, gender or self-identified gender.
 - a) “Sex” is defined as including, but not limited to pregnancy, childbirth, or medical conditions related to such pregnancy, as well as one’s gender (see California Government Code, section 12926(p)).
 - b) “Gender” is defined as including a person’s sex, gender identity and gender related appearance and behavior whether or not stereotypically associated with the person’s assigned sex at birth (see California Penal Code, section 422.56).
2. Having a policy or practice that has a disproportionately adverse impact on protect class members.

B. “Harassment”

Conduct which constitutes harassment in violation of this policy includes, but is not limited to:

1. Making or using derogatory comments, slurs, jokes or epithets which are related to an individual’s race, religion, gender, self-identified gender, sex, or is of a sexual nature, or are based on any other identified protected category, as set forth in section 4.2.2.A.1. above, or are otherwise deemed inappropriate.
- 2, Assaulting, touching, impeding or blocking movement, making derogatory gestures, or any physical interference with normal work movement which is motivated or related to an individual’s protected status as set forth in section 4.2.2.A.1, above.
3. Displaying derogatory posters, letters, poems, graffiti, cartoons or drawings that involve or relate to an individual’s protected status as set forth in section 4.2.2.A.1, above.
4. Sexual harassment as defined in section 4.2.2.C, below.
5. Retaliation against an employee, or person who provides services to NVTa pursuant to a contract or other covered individual who:

- a) Files or responds to a bona fide complaint of harassment or discrimination; or
- b) Acts as a witness or otherwise cooperates in the investigation of a harassment or discrimination complaint; or
- c) Serves as an investigator in processing complaints of harassment or discrimination.

C. Sexual Harassment”

1. For purpose of this policy, sexual harassment is any behavior that includes unwelcome sexual advances and other verbal or physical conduct of a sexual nature when:
 - a) Submission to, or rejection of, such conduct is used as the basis for employment decisions that influence or affect an individual’s career (such as promotions, salary, employment conditions or other aspects of a career development); or
 - b) Such conduct unreasonably interferes with an individual’s job performance;
 - c) Creates an intimidating, hostile or offensive work environment.
2. All of the conduct described in 4.2.2.B. (1)-(3), above, when it is of a sexual nature; or
3. Deliberate, repeated or unwelcome sexual advances, offering employment benefits in exchange for sexual favors or making or threatening reprisals after a negative response to sexual advances.

Sexual harassment can occur between employees of the opposite or same sex. It is prohibited for males to sexually harass females or other males, and for females to sexually harass males or other females.

4.2.3 Zero Tolerance

The Agency maintains a zero tolerance stance regarding violations of this policy. This means that serious cases of employee harassment, discrimination or retaliation related to a complaint made pursuant to this policy will lead to recommendations for immediate dismissal by the Executive Director.

Conduct of the nature prohibited by this policy will be considered misconduct and will subject an offending employee to disciplinary action even if the conduct does not rise to the level of legally actionable harassment, discrimination or retaliation.

4.2.4 Complaint and Investigation Procedure

Employees and contractors should not wait until a situation becomes severe or pervasive or impairs their work performance before reporting harassment or discrimination. The Agency’s goal is to prevent harassment and, if it does occur, to stop it at the earliest opportunity.

If the employee believes that he/she has been harassed or discriminated under this policy, or if the employee believes he/she has witnessed harassment or discrimination, the employee should inform his/her supervisor, Human Resources, or the Executive Director of the Agency as soon as possible after the incident. The complaint should include details of the incident or incidents, names of the individuals involved and names of any witnesses. Supervisors or management employees who are aware or have been notified of any alleged incident of harassment or discrimination must immediately refer all such complaints or reports to Human Resources and to the Executive Director.

If the Executive Director is the harasser, the employee can report the harassment/discrimination to the chairman of the Board of Directors.

If the employee does not feel comfortable reporting the incident to his/her supervisor, Human Resources or the Executive Director, he/she may report the incident to any other supervisory or management employee, or the chair of the Board of Directors.

Whenever the Agency is made aware of a complaint or report of harassment/discrimination under this policy, the Agency will conduct an immediate, thorough and objective investigation of the situation. Cooperation with such investigations is required of all employees.

If the Agency determines that harassment/discrimination prohibited by this policy has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Agency to have engaged in prohibited harassment/discrimination will be subject to appropriate disciplinary action, up to and including termination.

In addition to the foregoing methods of complaint, an applicant, employee or contractor may choose to file a harassment/discrimination complaint with the California Department of Fair Employment and Housing at <http://www.dfeh.ca.gov> or the federal Equal Employment Opportunity Commission at <http://www.eeoc.gov/>.

4.2.5 Prohibition on Retaliation

The Agency strictly prohibits retaliation against any applicant, employee or contractor who complains of harassment or discrimination or participates in any manner in an investigation into workplace harassment/discrimination. Examples of retaliation prohibited by this policy include the following:

- Disciplining a complainant or rejecting a complainant for employment because it is believed the allegation of harassment is untrue or the allegation of harassment/discrimination is not supported by subsequent findings of an investigation;
- Subjecting complainants or witnesses to materially adverse employment decisions because of their participation in a workplace harassment/discrimination complaint or investigation;

- Ostracizing or demonstrating hostility to a complainant or witnesses because of their participation in a workplace harassment/discrimination complaint or investigation.

If the Agency finds that any employee, including a supervisor or manager, has engaged in retaliation, he or she shall be subject to disciplinary action, up to and including discharge.

4.2.6 Prevention

Prevention is the best method for avoiding harassment, discrimination and retaliation. Supervisory and managerial employees are charged with the responsibility of taking steps to prevent harassment/discrimination and retaliation from occurring in the workplace. Failure to take appropriate action to prevent and/or correct harassment/discrimination or retaliation shall be deemed a violation of this policy and shall subject the offender to disciplinary action up to and including discharge. If the Executive Director is the harasser, the employee can report the harassment/discrimination to the Chair of the Board of Directors who will investigate the complaint in the same manner that the Executive Director would investigate complaints filed by other employees. If the employee does not feel comfortable reporting the incident to his/her supervisor, or the Executive Director, he/she may report the incident to any other supervisory, management employee or Human Resources.

Section 4.3. Mutual Respect and Courtesy Rule

It is the Agency's philosophy and practice to treat one another with respect and courtesy. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

Section 4.4. Reasonable Accommodation

4.4.1 Statement of Policy

In furtherance of the Agency's policy to provide equal employment opportunity, the Agency will provide reasonable accommodation to allow people with physical or mental disabilities to apply for employment and perform their jobs.

4.4.2 Conditions Covered By This Policy

A. Disability

The term "disability" means:

1. A physical or mental disorder or condition that limits one or more of the major life activities of such individual; or
2. A record of disorder or condition; or
3. Being regarded as having such a disorder or condition.

B. Conditions Excluded

Individuals who currently use drugs illegally are not protected by the disability laws and do not have rights to reasonable accommodation. This includes people who

use prescription drugs illegally. However, persons who no longer use drugs illegally and have either successfully completed a supervised drug rehabilitation program, or are currently participating in a supervised rehabilitation program, or desire to voluntarily enter and participate in such a program do have protection as provided under applicable disability laws.

4.4.3 Examples of Reasonable Accommodation

Each request for an accommodation will be evaluated on a case-by-case basis. Reasonable accommodation may include:

- Making existing facilities used by employees readily accessible to and usable by individuals with disabilities;
- Job restructuring or modified work schedules;
- Acquisition or modification of equipment or devices;
- The provision of qualified readers or interpreters;
- Appropriate adjustment or modifications of examinations, training materials or policies; and/or
- Reassignment to a vacant position.

4.4.4 Requests for Reasonable Accommodation

To request reasonable accommodation under this policy, an applicant or employee must submit a written statement to the Human Resource Department which indicates the general nature of the physical or mental disability and identifies his or her abilities and functional limitations with respect to the job limitations of the disability. The statement should also request reasonable accommodation because of the limitation(s) caused by the disability. The applicant or employee shall assist the Agency in determining if and what reasonable accommodation might be provided by identifying:

1. Any special methods, skills or procedures which would enable him or her to perform tasks or functions that he or she otherwise might not be able to perform because of his or her disability;
2. The potential accommodations the Agency might make that would enable him or her to perform the essential functions of the job, properly and safely, including special equipment, changes in the physical layout of the job or other accommodation; and
3. Any equipment aids or services that the applicant or employee is willing to provide and utilize that the Agency is not required to provide.

If the applicant or employee requires secretarial or other assistance in preparing the request due to his or her disability, such assistance will be provided upon request.

4.4.5 Medical Information

An applicant or employee who identifies himself or herself as having a disability and who requests reasonable accommodation will be required to provide documentation, including medical documentation, sufficient to establish the existence of the physical or mental disorder or condition, the limitations caused by the condition, and the need for accommodation.

Any information obtained regarding the medical condition of the applicant or employee will be collected and maintained on separate forms, in separate medical files, and treated as a confidential record. Such confidential information may be released as follows:

1. To inform the supervisors and managers of the disabled employee regarding any restrictions on the work or duties of the employee or accommodations necessary;
2. To inform first aid and safety personnel, when appropriate, if the disability may require emergency treatment;
3. To respond to requests from governmental officials investigating compliance with the disability laws; and
4. To workers' compensation offices and second injury funds as required by law or for insurance purposes under certain conditions for those who establish, sponsor or administer health or life insurance benefit plans.

4.4.6 The Interactive Process

The Interactive Process can begin in a number of ways. However, unless the disability or the need for accommodation is obvious, it is the responsibility of the employee to inform the supervisor or the Human Resource Department that an accommodation is needed in order to perform the essential job functions. However, the duty to provide a reasonable accommodation may arise even when no request is made, e.g., when the supervisor, Executive Director, or Human Resources becomes aware of the disability, whether or not there is a request by the employee for a reasonable accommodation. Once the need for reasonable accommodation is known, the Agency, by and through the employee's supervisor, or Executive Director, and Human Resources department, will engage in the Interactive Process, which includes, but is not limited to:

1. Review of the essential functions of the position;
2. Engagement in an interactive dialogue with the employee to ascertain the precise job related limitations imposed by the employee's disability and how those limitation would be overcome with reasonable accommodation;
3. In consultation with the employee, identification of the potential reasonable accommodations and assess the effectiveness each would have in enabling the employee to perform the essential functions of the position;

4. Consideration of the preference of the employee to be accommodated regarding an alternative employment reassignment; and
5. Selection and implementation of the reasonable accommodation most appropriate for the Agency in collaboration with the employee's input.

4.4.7 Miscellaneous Guidelines

1. Reasonable accommodation does not negate requirements for good job performance, successful completion of assigned training, adherence to generally accepted standards of behavior and adherence to supervisory instructions.
2. An employee with a disability who is reassigned to a vacant, lower classified position as an accommodation will receive the lower salary of that position.
3. If the essential job functions and/or duties of a position occupied by an employee with a disability are expanded, revised or modified, the conditions and procedures stated shall apply to any evaluation of the employee's ability to perform the essential functions of the changed, revised or modified position and the Agency's determination whether reasonable accommodation can be provided.
4. An employee who has a question regarding the application of the policy and procedure should contact the Executive Director.

Section 4.5. Appearance, Conduct and Hygiene

4.5.1 Statement of Policy

Agency employees often come into contact with the public, which judges the quality of the Agency service by the appearance and behavior of its employees and has the right to expect appropriate clothing, neat appearance, good manners, and service. Therefore, Agency employees will be expected to adhere to the following guidelines.

4.5.2 Guidelines on Appearance, Conduct and Hygiene

1. All employees are expected to exercise good hygiene and be well groomed.
2. All employees having long hair or wearing a moustache or beard must keep them clean, trimmed, combed, and otherwise groomed so as not to interfere with worker safety. Those employees who normally do not wear a beard or moustache and who normally shave must keep themselves clean shaven.
3. Employees must dress in a manner that is professional, functional, and affords them safety from unnecessary risk of injury. Office employees should not wear shorts, sweat pants, tank tops, shabby denims, or suggestive or inappropriate clothing.

4. When, on occasion, employees have to deal with discourteous persons, it is especially important for them to maintain their friendly attitude. Continuing courtesy on the part of employees will do much to promote an excellent relationship between the Agency and the community.

Section 4.6. Attendance and Punctuality

4.6.1 Statement of Policy

In order to offer high quality service, the Agency's operations must be appropriately staffed. Absenteeism and tardiness cause undue burdens on co-workers and impede the service the Agency provides to the community. Therefore, regular attendance and punctuality are job requirements for all employees of the Agency.

4.6.2 Reporting Requirements

1. Employees are expected to report to work on time and ready for duty at the time prescribed.
2. Employees may not leave work without prior supervisory approval during working hours or prior to the end of a scheduled work time.
3. Employees who foresee the need to be absent, tardy or leave early from work should notify their supervisor/Department Head, Human Resources, the Administrative Assistant and the Executive Director of the anticipated absence as far in advance as practicable and obtain approval for such absence.
4. An employee who will be absent or late to work must notify their supervisor/Department Head, Human Resources, the Administrative Assistant and Executive Director prior to the start of the employee's shift. This process must be repeated daily unless the employee is on an approved leave of absence. An employee must keep their supervisor/Department Head, Human Resources, and Executive Director informed of when he or she plans to return to work. An employee who does not return to work from a leave of absence on the approved date shall be deemed absent without leave (AWOL) and shall be subject to automatic resignation.
5. An employee who is physically unable to provide notice of an absence prior to the start of the employee's work day must provide notice as soon as practicably possible.
6. Absences, including tardiness, must be accurately reported on time sheets in 15 minute increments. Employees who are tardy will not be paid for the time they are absent.

4.6.3 Discipline

Failure to provide a supervisor with advance notice of an absence or late arrival for work, frequent or prolonged absenteeism or tardiness, or falsification of time records may result in disciplinary action up to and including discharge.

Employee absences which are protected by law (e.g., military leave, workers compensation leave, family medical leave, “kin care” leave, pregnancy disability and other approved disability leaves, witness or jury duty leave, voting leave, court appearances for crime victims, and leave for certain school activities) will not be counted in determining whether the employee is meeting job requirements for attendance.

Section 4.7. Secondary Employment

4.7.1 Statement of Policy

The Agency expects its employees to devote full attention to their Agency responsibilities during regularly scheduled work hours. The Agency will not tolerate any secondary employment, which interferes in any way with the performance of duties for the Agency including, but not limited to, the following:

1. Actual conflict in hours of employment;
2. Being tired or unfit for duty because of outside employment;
3. Where the secondary employment creates an actual or apparent conflict of interest in regard to Agency employment.

4.7.2 Notification and Approval

Employees must notify the Agency of all secondary employment. Any employee who engages in after or before hours work at a secondary job must accomplish the following:

1. Receive the written permission of the Executive Director prior to accepting secondary employment. In the case of the Executive Director, he/she must receive authorization from the Board of Directors;
2. When requested by the Executive Director, obtain from the secondary employer a waiver of liability for the Agency;
3. It is incumbent on the employee to make it clear to the secondary employer that he, the employee, is not performing any duties as a representative of NVTA;
4. Once approval is granted by the Executive Director, immediately notify the ED if the secondary employment poses an actual or potential conflict with regards to the employee's Agency employment.

Section 4.8. Causes for Discipline

4.8.1 Statement of Policy

The purpose of this policy is to establish standards of conduct and work performance for employees that are consistent with the efficient and effective delivery of public services. When conduct or job performance does not meet these standards, the Agency will endeavor to provide employees with a reasonable opportunity to correct the deficiency in the Agency's sole judgment.

4.8.2 Standards of Conduct

The standards set forth below are intended to provide employees with notice of what is expected of them and provide examples that may lead to disciplinary action, up to and including discharge. This list is not meant to be exhaustive or all inclusive, but rather it is a set of examples of unacceptable behavior for which disciplinary action could result

1. Poor performance; unsatisfactory work quality or quantity;
2. Neglect of duty, including sleeping on the job;
3. Insubordination;
4. Excessive absenteeism or tardiness;
5. Unexcused absences, failing to properly report absences, or leaving work early without permission;
6. Failure to keep supervisor aware of employee's whereabouts during duty time when availability may be required;
7. Misuse of or damage to Agency tools, vehicles, equipment or other property;
8. Moving violations or accidents in an Agency vehicle;
9. Violation of safety rules or practices;
10. Falsifying, altering or making a material omission on employment, medical, financial, payroll, timekeeping, or other Agency records;
11. Performing non-Agency work during work hours;
12. Dishonesty;
13. Special treatment or favoritism of one customer over another;
14. Use, possession, sale or being under the influence of alcoholic beverages or illegal drugs during work hours or on Agency premises (including vehicles) or other violation of the drug and alcohol policy;
15. Violation of the anti-harassment or discrimination policies;
16. Fighting, engaging in violent or threatening behavior or other conduct in violation of the Agency's workplace violence policy;
17. Discourteous treatment of the public or other employees, as defined by the Mutual Respect and Courtesy Rule (Section 4.3);
18. Conviction of a crime that reflects unfitness for the employee's position or unfitness to work around the Agency's employees, property or the public;
19. Other failure of good behavior during or outside of duty hours which is of such a nature that it causes discredit to the Agency and his or her employment; and

20. Other violation of Agency policies or rules.

Section 4.9. Discipline

4.9.1 Statement of Policy

The purpose of this policy is to establish procedures for the discipline of employees; *except Section 4.8 shall not apply to At Will or temporary employees.* When the job performance or the conduct of a probationary or permanent employee falls below standards set by the Agency, including the Standards of Conduct set forth in Section 4.7, then depending on the severity of the misconduct or performance problem, the Agency may take disciplinary action, up to and including discharge.

4.9.2 Progressive Discipline

The Agency will endeavor to afford the employee with an opportunity to improve when dealing with performance or conduct problems. Different types of discipline may be utilized as determined appropriate in the sole discretion of the Agency and discipline need not adhere to a sequential order of progressive discipline. Types of discipline may include: verbal or written warnings, written reprimands, suspension without pay, demotion and discharge.

A. Suspension without Pay

For more severe violations or continued, uncorrected performance or misconduct problems, an employee may be suspended without pay. Where suspension without pay is recommended for a permanent employee, the employee will have the right to a Skelly meeting and a post-disciplinary appeal.

B. Demotion

The Agency may impose a demotion to a position having a lower salary range for disciplinary purposes. A disciplinary demotion may be utilized for continued, uncorrected performance deficiencies. Where demotion is recommended for a permanent employee, the employee will have the right to a Skelly meeting and a post-disciplinary appeal.

C. Discharge

Discharge will be considered for severe violations, failure to respond appropriately to prior performance improvement plans, and/or multiple disciplinary infractions in a short period of time. Where misconduct is severe and egregious, immediate discharge may be imposed. Where discharge has been recommended for a permanent employee, the employee will have the right to a Skelly meeting and a post-disciplinary appeal. The discharge will be documented in the personnel file.

4.9.3 Administrative Leave

In cases involving alleged severe employee misconduct, or where the presence of the employee may interfere with the investigation into the employee's alleged misconduct, or where the interests of public or workplace health and safety or the Agency's business operations may be jeopardized by the employee's presence, the Executive Director may place the employee on paid administrative leave

pending an investigation into the circumstances. During such administrative leave, the employee will be required to be available by telephone to the Agency during regular business hours and to promptly respond to requests for information by the Agency. The employee should not enter Agency premises during administrative leave without permission by the Executive Director.

4.9.4 Procedures for Disciplinary Action of a Permanent Employee

Where discipline of a permanent employee involves disciplinary actions that result in loss of salary or change in employment status (such as suspension without pay or demotion or discharge), the following provisions shall apply:

A. Notice of Proposed Discipline

The employee's supervisor shall inform the employee in writing of the proposed disciplinary action, which shall not be effective until at least five days from the date the notice of proposed action is served on the employee. This notice shall include a copy of the charges and the reasons for the proposed disciplinary action. This notice shall also include a copy of all relevant documents upon which the proposed disciplinary action is based. The notice shall advise the employee of his/her right to respond to the proposed action either in writing or to hold a meeting to respond (Skelly meeting). Notice may be served on the employee by either U.S. mail or personal delivery. Notice by U.S. mail shall be deemed served five days after deposit with the U.S. postal service.

B. Skelly Meeting

The employee may request a meeting to respond to the proposed disciplinary action. The meeting shall be held with the appropriate manager. Following the meeting or employee's written response, the ED or manager shall determine whether to proceed, modify, or set aside the proposed disciplinary action.

C. Notice of Discipline

The employee shall be informed in writing of the final disciplinary action. A copy of the Notice of Discipline shall be placed in the employee's personnel file. This notice shall include a copy of the charges, the reasons for disciplinary action, and provide the effective date of the action. This notice shall also include a copy of all relevant documents upon which the disciplinary action is based. The notice shall advise the employee of his/her right to appeal the disciplinary action. Notice may be served on the employee by either U.S. mail or personal delivery. Notice by U.S. mail shall be deemed served five days after the date of deposit with the U.S. postal service.

D. Right to Appeal

Within five days of service of the Notice of Disciplinary Action, a permanent employee may request to appeal the disciplinary action in writing to the ED. An employee may only appeal a disciplinary action that results in loss of salary or change in employment status. The ED, or ED's designee, shall serve as the hearing officer for the disciplinary appeal. The hearing officer shall make findings based upon the written statement of the charges and upon information presented

at the hearing, both oral and in writing. The hearing officer shall determine whether there is just cause for the discipline and whether the discipline is appropriate. The hearing officer may approve, modify, or withdraw the disciplinary action. The hearing officer shall notify the manager of his/her determination in writing. The hearing officer's decision is final and binding.

CHAPTER 5 HEALTH AND SAFETY ON THE JOB

Section 5.1. Job Safety

5.1.1 Statement of Policy

The Board of Directors desires to maintain a safe place of employment for Agency employees, and to that end Agency management will make all reasonable provisions necessary for the safety of employees in the performance of their work.

5.1.2 Employee Responsibility

It is the obligation of employees to become familiar with the provisions of the Agency Safety Manual and the Illness and Injury Prevention Program and to work accordingly. Further, employees are required to report to their supervisor all unsafe conditions encountered during the course of their work.

5.1.3 Injury Reporting

Prompt Reporting

All employees of the Agency are covered by Workers Compensation Insurance and any injury or disability arising out of and in the course and scope of employment, however slight, shall be reported by the injured employee to the Executive Director and Human Resources as promptly as possible following its occurrence.

Section 5.2. Workplace Violence Prevention

5.2.1 Statement of Policy

The Napa Valley Transportation Authority is committed to the safety and security of its employees, customers, and visitors to its workplace. The Agency has a policy of zero tolerance for violence in the workplace. To prevent workplace violence, the Agency will address behavior that suggests a propensity for violence even prior to any violent behavior occurring.

5.2.2 Employee Responsibilities

The Agency expects its employees to employ civility and mutual respect for all persons encountered in the course of Agency business including co-workers, customers, and visitors. Any employees who engage in violent or threatening behavior in the workplace will be subject to disciplinary action, including discharge.

5.2.3 Conduct Prohibited By This Policy

“Violence,” “violent behavior” and “threatening behavior” includes, but is not limited to the following conduct:

- Fighting, shoving, pushing, choking, inflicting physical harm on another person, or other battery or assault.
- Intimidating, menacing, harassing or stalking another person.

- Making verbal threats to physically harm another person or persons, whether joking or not.
- Possession of any weapon or firearm on Agency premises, during work hours, or while conducting Agency business.
- Intentionally damaging the property of another.
- Other behavior that suggests a propensity towards violence including belligerent speech, yelling, excessive arguing or swearing, offensive or threatening gestures, or a demonstrated pattern of refusal to follow policies and procedures.

The Agency will not tolerate these behaviors by its own employees or by third persons when such behavior is directed at Agency employees in the course of their work.

5.2.4 Reporting Procedure

Everyone has the responsibility to prevent violence in the workplace. Employees are encouraged to report any incident that may be a violation of this policy to an Agency manager or supervisor as follows:

A. Emergencies

Where an injury has occurred or it appears to an employee that there is an immediate danger of injury, the employee should call 911 immediately for help. Personal safety is the first priority. The employee should inform his or her supervisor, Human Resources or the Executive Director as soon as possible.

B. Non-Emergencies

In all other cases where an employee is aware of any conduct that violates this policy, the employee should immediately report it to his or her supervisor, Human Resources or the Executive Director.

5.2.5 Corrective Actions

All reports of workplace violence will be taken seriously and dealt with promptly. Any person who engages in violent or threatening behavior shall be subject to removal from the premises as quickly as safety permits, pending the outcome of an investigation. Employees who violate this policy will be subject to firm disciplinary action, up to and including discharge. In appropriate cases, the Agency may also seek temporary protective or restraining orders to keep offending individuals away from Agency facilities or employees.

The Agency will not tolerate retaliation or intimidation against any employee who makes a report of workplace violence or participates in an investigation of such a complaint.

Section 5.3. Alcohol and Drug Free Workplace

5.3.1 Statement of Policy

The Agency has a vital interest and obligation in maintaining safe, healthful and efficient working conditions for its employees and in supplying products and services safely to customers. Employee possession of and/or being under the influence of drugs or alcohol on the job are inconsistent with these interests and obligations. This policy and procedure establishes the rules, rights and obligations of all employees and Agency contractors regarding the use, possession, sale, or transport of alcohol and drugs on Agency property or while conducting Agency business.

5.3.2 Definitions

A. Legal Drug

A legal drug includes prescribed drugs and over the counter drugs, which have been, under US law, legally obtained and are being used for the purpose for which they have been prescribed or manufactured.

B. Illegal Drug

An illegal drug includes any drugs and drug synthetics which have not been legally prescribed or obtained, such as: stimulants, depressants, hallucinogens, narcotics, volatile substances, and any substance by which its nature alters normal physical or mental functions.

C. Under the Influence

For purposes of this policy and procedure, "under the influence" means that the employee is affected by a drug or alcohol or combination of both in any detectable manner. The symptoms of influence are not confined to those consistent with misbehavior, or to obvious impairment of physical or mental ability such as slurred speech or difficulty in maintaining balance. A determination of influence can be established by a professional medical opinion, a scientifically valid test, and in some cases such as alcohol, by management opinion.

D. Agency Property

Agency Property includes lands owned, leased or upon which the Agency has a right-of-way, buildings, facilities, vehicles, equipment, parking lots, and company owned property used by employees such as lockers, desks, cabinets, etc.

E. Reasonable Suspicion

Reasonable suspicion is a belief based on objective and documented facts or evidence sufficient to lead a reasonable, prudent person to suspect that an employee is under the influence of alcohol or drugs so that the employee's ability to perform the duties of the job is impaired, or so that the employee's ability to perform his/her job safely is reduced.

5.3.3 Pre-Employment Drug and Alcohol Screening

The Agency may maintain a pre-employment drug and alcohol screening practice designed to prevent the hiring of persons who use illegal drugs, or who use legal drugs or alcohol to the extent that safe job performance would be impaired on safety sensitive positions.

A. Notification to Prospective Employees

Prospective employees will be notified of the Agency's drug and alcohol policy and pre-employment alcohol and drug screening test prior to an offer of employment and, usually, at the time they are interviewed for a position.

B. Time of Test

Finalists for Agency employment will receive a conditional offer of employment that may be contingent upon passing an alcohol and drug screening test and any physical examination requirement for the position being sought. The drug and alcohol screening test will be administered by a medical laboratory qualified to administer such test.

C. Consent to Test

Upon receipt of a conditional offer, the prospective employee must consent to the drug and alcohol screening test and must sign an Authorization for Release of Physical Examination Results, permitting the test results to be released to the Agency.

D. Disqualification from Employment

A candidate for Agency employment shall be disqualified from further consideration for employment upon any of the following occurrences:

1. Refusal to consent to a drug and alcohol screening test or refusal to authorize the release of the results to the Agency.
2. A positive test for illegal drugs or alcohol.
3. A positive test for legal drugs which, after medical consultation, the Agency determines will impair the candidate's ability to safely perform the job in question or will jeopardize the well-being of others.

5.3.4 Prohibition on Possession, Use, Sale or Transport of Alcohol or Drugs

A. Illegal Drugs and Alcohol

Having possession of, manufacturing, distributing, using, being under the influence of, selling, or transporting illegal drugs or alcohol by any employee while on the job, on Agency property, or while conducting Agency business is prohibited. Reporting to work under the influence of illegal drugs or alcohol is also prohibited.

B. Notification of Criminal Drug Conviction

Any employee who is convicted of or pleads guilty or no contest to a drug-related crime occurring in the workplace must immediately report such conviction or plea to the Executive Director.

C. Legal Drugs

The use of or being under the influence of any legally obtained drug by any employee while on the job, on Agency property, or while conducting Agency business is prohibited to the extent that such use or influence may affect the safety of the employee, co-workers, the public, the employee's job performance, or the safe and efficient operation of the Agency. An employee may continue to work even though under the influence of a legal drug if the employee's supervisor has determined, after consulting with the Executive Director and the employee's doctor that the employee can work safely. Otherwise, the employee may be required to take a leave of absence or comply with other appropriate action determined by management.

D. Notification

An employee must notify his/her supervisor before commencing work when taking any medication or drug, prescription or nonprescription, which may interfere with safe and effective performance of duties and/or the operation of Agency equipment.

5.3.5 Reasonable Suspicion Testing

When a supervisor/manager has a reasonable suspicion that an employee is under the influence of drugs or alcohol, the employee may be directed to take a drug and alcohol test. The facts and circumstances of the supervisor's/managers reasonable suspicion shall be documented in writing and provided to the employee. The Executive Director must approve the employee's referral for a drug and alcohol test.

A. Conduct of Test

All drug or alcohol tests shall be conducted by a reputable laboratory of the Agency's choice.

B. Valid Prescriptions

An employee shall have the right to provide, within 24 hours of the drug or alcohol test, a valid prescription for any medication or drug which may be identified during the test. The prescription must be in the employee's name and be prescribed by a licensed physician prior to the drug or alcohol test.

C. Refusal to Take Test

An employee who refuses to submit to a drug and alcohol test that has been approved by the Executive Director, shall be relieved from duty without pay, and if intoxicated or physically or mentally impaired, be taken to his/her place of residence. Refusal to take a test under this policy will subject the employee disciplinary action, up to and including discharge.

5.3.6 Search or Inspection of Agency Property for Illegal Drugs or Alcohol

Employees have no expectation of privacy in Agency-owned equipment, including desks and cabinets. The Executive Director may search or authorize the search of desks and cabinets. The Executive Director may authorize the search or

inspection of Agency-owned lockers for illegal drugs or alcohol whenever there is reasonable suspicion.

5.3.7 Disciplinary Action

Violations of the provisions of this policy and procedure will result in disciplinary action, up to and including discharge.

5.3.8 Drug and Alcohol Assistance Programs

A. Voluntary Assistance

The Agency encourages employees to voluntarily seek outside assistance for drug or alcohol abuse problems prior to the need for Agency action. Employees are invited to use the Employee Assistance Program (EAP) contracted by the Agency. Administration also maintains a list of approved drug and alcohol abuse agencies and facilities, and a request may be made to the Executive Director for assistance. Such requests will be held in strict confidence to protect the rights, privileges, benefits, and family of the employee. An employee's decision to seek assistance from an outside rehabilitation agency or facility will not be used as the basis for disciplinary action.

B. Seeking Assistance After Alcohol or Drug Related Misconduct

It is the responsibility of an employee to seek assistance before drug and alcohol problems lead to disciplinary action. Once a violation of this policy occurs, subsequently entering into a rehabilitation program will not necessarily lessen disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action.

Section 5.4. Fitness for Duty

5.4.1 Statement of Policy

In furtherance of the Agency's goal to maintain a safe, healthful and productive environment, all employees reporting for work and during times when they are paid subject to call shall be fit for duty. "Fit for duty" means the ability to perform all required physical and mental tasks associated with the employee's job duties to a satisfactory level and without endangering self, others, or property.

5.4.2 Employee Responsibility

No employee shall report to work while unfit or remain on the job after becoming unfit (for any reason) to perform his/her job duties. Failure of an employee to comply with this requirement may result in disciplinary action, up to and including discharge.

5.4.3 Pre-Employment Medical Examinations

The Executive Director may identify job classifications within the Agency that will require a pre-employment medical examination. Finalists for these positions will receive a conditional offer of employment that is contingent upon the candidate successfully passing a pre-employment medical examination and drug and alcohol test. The purpose of the pre-employment medical examination is to determine if

the candidate is fit to perform the duties of the job for which he or she is being considered.

A. Notice

All employment applicants for these positions will be informed of the medical and drug/alcohol testing requirements prior to receiving the conditional job offer. Usually, notice will be given in the job announcement and during the interview process.

B. Consent

Finalists who receive a conditional offer of employment will be asked to sign a consent form confirming their voluntary participation in these tests as a prerequisite to consideration for employment. A candidate who refuses to submit to any or all of these tests will not be considered for employment for the position for which he/she has applied.

C. Examination

All examinations will be performed by or at the direction of a physician designated by the Agency. The attending physician will determine if the candidate for employment is capable of performing all duties of the job as required by the job description and physical requirements checklist.

D. Examination Results

A candidate who is deemed unfit or unable to perform the duties of the job as a result of the medical examination will be informed of the results of the examination. The candidate may provide medical evidence that he/she is physically fit and able to perform the duties of the job, which will be considered before a final determination is made.

5.4.4 Post-Employment Fitness for Duty Examinations

If a supervisor/manager has a reasonable cause to believe that an employee is physically or mentally unfit to perform the duties of his/her job, the supervisor/manager may recommend that the employee to submit to a fitness-for-duty examination. The Executive Director shall have the authority to approve the recommendation.

A. Reasonable Cause

Reasonable cause means that the supervisor/manager believes that the employee's ability to perform the functions of the job is impaired or that the employee's ability to perform his or her job duties safely is reduced, and that the supervisor's belief is based upon observations or evidence that has been documented.

B. Examination

Any such examination will be performed by or at the direction of a physician designated by the Agency. The attending physician will determine if the employee

is capable of performing all duties of the job as required by the job description and physical requirements checklist.

C. Examination Results

If the examining physician determines that the employee is fit for duty, the employee shall be released to return to work. If the examining physician determines that the employee is not fit for duty, the physician shall notify both the employee and the Executive Director. The employee will not be permitted to return to work until he/she is released by the physician. One or more subsequent fitness-for-duty examinations may be required in order to determine that the employee is fit to return to work.

5.4.5 Confidentiality of Examination Records

All documentation of pre-employment and fitness for duty medical examinations will be maintained in confidential and secure medical files, separate from applicant hiring files and separate from employee personnel files.

Section 5.5. Driving

5.5.1 Statement of Policy

Observation of the law and safe driving practices shall be the top priority of all employees assigned to drive an Agency vehicle or who operate a personal vehicle in the performance of Agency business.

5.5.2 Driver's License Requirements

All employees who operate an Agency vehicle, or who operate a personal vehicle in the performance of Agency business, must possess and carry a valid, current California Driver's License of the proper class (and endorsements) for the vehicle operated.

A. Employee Responsibilities

1. Employees are responsible for maintaining a valid, current California driver's license of the proper class and endorsements before operating an Agency vehicle or driving a personal vehicle on Agency business. Any employee who operates an Agency vehicle or a personal vehicle in the performance of Agency business without a valid, current California Driver's License will be subject to disciplinary action up to and including discharge.
2. Employees who drive Agency vehicles or drive a personal vehicle on Agency business must notify their supervisor immediately in writing when their driver's license has expired or been suspended or revoked.

B. Agency Responsibilities

1. Managers shall notify the Executive Director when they have notification that an employee's driver's license has expired or been suspended or revoked.

2. The Executive Director shall not allow an employee with an expired, suspended or revoked driver's license to operate an Agency vehicle or a personal vehicle on Agency business.
3. It is the responsibility of Human Resources Manager to see that all employees are properly licensed for any vehicles they are to drive on Agency business.

C. Effect of Failure to Maintain Valid, Current Driver's License

Where the employee's applicable written job description requires driving an Agency vehicle or a personal vehicle on Agency business, and an employee fails to maintain a valid, current California Driver's License, the employee will be disqualified from such employment and terminated.

D. Reasonable Accommodation of Disabled Employees and Applicants

Where driving is a requirement for a particular position, an applicant or employee who does not possess a valid, current California Driver's License because of a disability may be eligible for reasonable accommodation. For example, if driving is a non-essential function of a particular position, the driving function may be reassigned as a reasonable accommodation for the disabled worker or applicant. If driving is an essential function of the employee's position, other accommodation such as reassignment to a different position may be feasible. Each situation will be addressed on a case by case basis. Requests for reasonable accommodation should be addressed to the Executive Director.

E. DMV Automatic Pull Notice

For employees who drive an Agency vehicle or who drive a personal vehicle on Agency business, the Agency may obtain periodic reports from the Department of Motor Vehicles that reflect actions and activities on an employee's driver's license record. These reports will be forwarded to the employee and his or her manager for review and "initialing off" that it is true and accurate by both the manager and the employee. Afterwards, the Pull Notice is placed in the employee's personnel file.

5.5.3 Good Driving Record

Every employee authorized to drive an Agency vehicle or drive a personal vehicle while on Agency business must maintain an overall driving record that does not have an adverse influence on the Agency's insurance rates or otherwise create an unacceptable liability risk to the Agency. The Agency may at the time of employment, or from time to time thereafter, obtain a copy of an employee's driving record to assess the employee's suitability to drive.

5.5.4 Compliance with Traffic Laws

Employees driving Agency vehicles or driving personal vehicles while on Agency business must be familiar with and obey the State Vehicle Code. Such drivers must also obey local traffic rules, traffic control signs, posted speed limits and parking restrictions. Failure to do so will subject the employee to disciplinary action, up to and including discharge.

5.5.5 Use of Seatbelts

Seatbelts shall be worn by all occupants of Agency vehicles and by employees operating personal vehicles while on Agency business. The use of seatbelts is the law.

Section 5.6. Smoking

In keeping with the Agency's intent to provide a safe and healthful work environment and in compliance with state and local law, smoking in enclosed Agency facilities or vehicles is strictly prohibited. Smoking is allowed only on authorized breaks and lunch breaks, and only outside of work facilities so as not to disrupt Agency operations.

CHAPTER 6 EQUIPMENT AND PROPERTY

Section 6.1. Use and Care of Agency Property

6.1.1 Statement of Policy

The Agency provides its employees with the use of tools, equipment, property and facilities that are necessary for the performance of their work. Employees are expected to exercise care in the use of Agency property and to use such property only for authorized Agency business. Misuse or negligence in the care of Agency property may result in disciplinary action. Agency property issued to an employee must be returned at the time an employee terminates employment or when the employee's supervisor requests its return.

6.1.2 Damage or Loss of Agency Equipment

Employees must promptly report to their supervisor all damage to or loss of Agency equipment. Lost or broken tools, equipment and other gear will be replaced by the Agency, but excessive loss or breakage will result in the employee being subject to disciplinary action.

6.1.3 Key/Access Card Distribution

Keys/Access Cards to Agency locks are issued only to employees and other authorized individuals. Each key/Access Card is numbered and issued by the Agency office to a specific individual. Exchanging keys/Access Card, giving keys/Access Cards out, or copying keys/Access Cards is expressly prohibited and may lead to disciplinary action.

6.1.4 Personal Use of Agency Property

Agency tools, vehicles, equipment and facilities are provided for use on Agency business only. Personal use of Agency property is prohibited. Employees are prohibited from displaying personal property for sale on Agency premises or property.

6.1.5 Personal Tools or Property

The Agency will provide all tools and equipment reasonably required to perform the assigned work. The use of an employee's personal tools, vehicle or other equipment is not required and will be permitted only in unusual circumstances.

To deter theft or damage to personal property, employees are discouraged from bringing any personal property into the workplace and should not leave any personal belongings of value in the workplace. The Agency assumes no responsibility for loss or damage to the personal property of an employee.

6.1.6 Agency Access to Property

The Agency retains full title and control, including the right of inspection, over equipment, property and facilities provided for employee use. Employee privacy rights do not extend to work-related conduct or the use of Agency facilities, Agency owned equipment or property. All offices, work areas, desks, file cabinets, files, computers, data storage devices remain the property of the Agency. Therefore,

any agent or representative of the Agency can inspect these items or areas at any time, with or without prior notice.

6.1.7 Entry onto Private Property

All employees shall make a diligent attempt to contact property owners prior to entry upon private property when performing maintenance and repair tasks. Each employee is responsible for immediately reporting to the Agency office any damage to private property, buildings, trees, crops, fences, pipelines or other damage caused as a result of Agency work or operations or the use of Agency equipment.

6.1.8 Purchasing

All purchasing of materials and services must adhere to the Agency's standard practice.

Section 6.2. Phones, Computers, and Other Electronic Equipment

6.2.1 Statement of Policy

The phone, voicemail and computer systems are Agency property. Agency phones, radios, computers and other electronic equipment (copiers, fax machines, PDAs (e.g. Blackberry or other Personal Data Assistant device), etc.) should be used for Agency business purposes only. The Agency reserves the right, in its sole discretion, to access these systems, including employee voicemail, e-mail and data stored on computers, at any time. Any personal or personally confidential activities should be conducted at home on personal equipment, not at work.

This Policy is also intended to notify employees that all Agency Information Systems and their contents are not confidential or private. That is, all data, including any that is stored electronically or printed as a document, is subject to audit, review, disclosure, and discovery. **Such data may be subject to disclosure pursuant to the Public Records Act (California Government Code Section 6250 et. seq.). Therefore, there is no expectation of privacy in the use of the Agency's Information Systems.**

The Agency reserves the right to access and monitor employee use of the Agency's Information Systems as well as any stored information created or received by employees with the Agency's Information Systems. The reservation of this right is to ensure that the Agency's Information Systems are used securely and appropriately in an ethical and lawful manner.

6.2.2 Phone Usage for Personal Reasons

While it is understood that the use of the Agency's telephones for personal reasons is occasionally necessary, this privilege must not be abused. Such conversations should be limited to exigent situations and must be kept brief. Personal toll calls are not to be charged to the Agency.

6.2.3 Internet Usage

Access to the Internet is provided for the benefit of the Agency and its employees in the performance of their work. It allows employees to connect to information

resources around the world. Employees are responsible for seeing that the Internet is used in a productive, work-related manner.

The Internet shall not be used for personal gain, solicitation of non-Agency business, or advancement of individual views. Employees may not use Agency-provided Internet service to access sexually explicit or other material that would run afoul of the Agency's anti-harassment policy, nor to access gambling or gaming sites, or similarly inappropriate information.

Personal usage of the Internet must be kept to a minimum and during employee break or lunch time.

6.2.4 Decorum of Communications

Employees must conduct themselves professionally and in a businesslike manner when using Agency telephones, radios, voicemail, or e-mail systems. Employees are prohibited from using Agency telephones, radios, voicemail or e-mail systems in any way that is disruptive or offensive to others including, but not limited to, transmitting information derogatory of other employees, sexually explicit information, racial or ethnic slurs, or anything else that may be construed as harassment or disparaging of others. No messages shall be transmitted under an assumed name. Users may not attempt to obscure the origin of any message.

6.2.5 Installation or Duplication of Software

Employees may not add or install personal software programs on Agency computers. Further, the Agency prohibits illegal duplication of software and its related documentation. Employees may only use software contained on Agency computers according to the Agency's software licensing agreement.

6.2.6 Discipline

Violations of any aspect of this policy may result in disciplinary action up to and including discharge.

Section 6.3. Agency Vehicles

6.3.1 Statement of Policy

The Agency may provide employees with use of Agency-owned vehicles for performance of their duties. Observation of safe driving practices shall be the top priority of all persons assigned an Agency vehicle, as well as proper care of Agency equipment.

6.3.2 Operator Qualifications

Every driver of an Agency vehicle must have a valid and current California driver's license for the type of Agency vehicle driven and must be authorized by the applicable Agency management employee to drive an Agency vehicle.

Every authorized Agency driver must maintain an overall driving record that does not have an adverse influence on the Agency's insurance rates or otherwise create an unacceptable liability risk to the Agency. Conviction for driving under the influence, careless or reckless driving, or any similar moving offense of parallel gravity, whether

or not in an Agency vehicle and whether or not on duty, may be the basis of termination of status as authorized driver.

6.3.3 Compliance with Law

All drivers must comply with all applicable motor vehicle laws when driving an Agency vehicle. Failure to do so will subject the employee to disciplinary action, up to and including discharge.

6.3.4 Vehicle Categories

For purposes of this policy, each Agency vehicle shall be placed in one of the following categories:

6.3.5 Limitations on Use of Vehicles

The following rules shall apply to the use of all Agency vehicles:

- A.** Agency vehicles shall only be used for official Agency business. When an employee uses an Agency vehicle in any other manner, that employee shall be deemed to be not on official Agency business.
- B.** Agency vehicles shall only be driven by employees or officers of the Agency. With the approval of the Executive Director, Agency vehicles may be used by non-employees, such as consultants or independent contractors, when it is determined to be in the best interest of the Agency.
- C.** Agency vehicles shall not be used to transport large personal items, such as sports equipment or animals, or for private towing or hauling of personal belongings or property of others.
- D.** Seat belts shall be worn by all occupants while riding in or operating Agency vehicles. The use of seat belts is the law.
- E.** The use of cellular phones and electronic devices are prohibited while driving Agency owned vehicle(s).
- F.** No Agency vehicle shall be used to push-start another vehicle.
- G.** Pets, waterfowl, poultry, fish, reptiles, etc. are not permitted in Agency vehicles, nor are firearms of any type.
- H.** All Agency personnel are required to keep their assigned Agency vehicles in a clean and safe operating condition at all times. No modifications, changes, additions, addition of any accessory, custom part or the removal of any factory or Agency item on any Agency vehicle shall be permitted without the express approval of the Executive Director.
- I.** Each driver of an Agency vehicle will be responsible for calling any needed repairs or adjustments on his or her vehicle to the attention of the Executive Director. Each driver will be responsible for verifying that his or her vehicle has proper and functioning brakes, lights, windshield wipers, etc.

- J. All Agency personnel are required to report damage and defective Agency equipment as soon as possible after detection to ensure that damaged items or potentially damaged items are repaired and that service schedules are not exceeded.
- K. Each employee will be responsible for immediately reporting to their supervisor/Department Head or to the Executive Director any accident in which he or she is involved as a driver of an Agency vehicle. The employee will further prepare a detailed report of the accident, which report is to be submitted directly to the Executive Director or designee. This includes any accidents will on company duty in a private vehicle.
- L. Excessive acceleration and other showings of vehicular power occurring on Agency premises or on private or public property when in an Agency vehicle and the same occurring on Agency premises, whether in a personal vehicle or in an Agency vehicle, is not permitted.
- M. All Agency personnel shall "lock" and "secure" Agency vehicles when left unattended.
- N. Agency personnel involved in auto accidents should not volunteer information or admit liability, but merely respond as necessary to uniformed officers. They should request that their Supervisor, or the Human Resources Manager to notify police or call for medical assistance at the scene when necessary.
- O. Authorized Passengers:
 - 1. Adults on Agency business are permitted to ride in Agency vehicles, but only to the extent that seat belts are available.
 - 2. Any individual who is not participating in agency business, including family members, friends and all children are not permitted in Agency Pool Vehicles.
 - 3. All Agency personnel are prohibited from picking up hitchhikers in Agency Vehicles or while on Agency business.
- P. When driving an Agency vehicle, stopping and entering any bar or liquor store is prohibited. Transporting alcoholic beverages at any time in an Agency vehicle is prohibited.

Section 6.4. Employee Purchase Programs

6.4.1 Mobile Device/Personal Office Equipment

A. Purpose & Mobile Device Reimbursement Program

NVTA will reimburse managers and exempt employees for up to \$1,000 plus tax for the purchase of a mobile device or tablet to encourage the proficiency of its management and exempt employees and for interfacing with Granicus or like software to access and maintain Board and advisory committee packets. If the employee chooses a device under \$1,000, NVTA will only reimburse employee up

to the purchase amount. If over the device exceeds a \$1,000 cost, employees are responsible for the difference.

NVTA will **not** reimburse employees, unless specified by separate contract for At Will employees, for costs of data plans, additional software, extra equipment, extra warranties or other peripheral equipment. Purchases other than the mobile device are the responsibility of the employee. It is up to the employee to pay for repairs should the device be damaged or replaced should the device be stolen or lost within a ~~three~~two-year period.

Mobile devices are eligible to be replaced on a ~~three~~two-year cycle from the date of purchase. This is done to ensure that systems used for daily business are up-to-date and under warranty.

Request for participation in this program must be completed using the designated form which can be provided by Human Resources.

B. Personal Office Equipment Reimbursement Program

NVTA will reimburse all full time employees for the purchase of office equipment, software, electronics, or other related items approved by their supervisor in the amount of \$1,000 plus tax to support staff in improving their work environment, both in office or remote. This program is to be offered on a three year cycle, effective on the first day of that Fiscal Year. NVTA will not pay for repairs or lost equipment.

Request for participation in this program must be completed using the designated form which can be provided by Human Resources.

C. Device Ownership/Program Limitations

Mobile devices are the personal property of the employees. Employees can choose any device that accommodates the interface of Board Packets.—

IRS rules may consider the reimbursement as income and subject to income taxes. Any additional taxes are the responsibility of the employee.

Business conducted on private devices is subject to the Public Records Act. To separate personal and business items, you should have an NVTA folder so that a search of the entire device would not be necessary to isolate personal documents from public documents or correspondence.

CHAPTER 7 TIME OFF AND LEAVES OF ABSENCE

Section 7.1. Holidays

7.1.1 Eligible Employees

Full-time Agency employees are eligible for paid holidays as described herein,

7.1.2 Recognized Holidays

Eligible employees are entitled to the following eight (8) holidays off with pay when they fall on a work day in the basic workweek:

January 1 (New Year's Day)

The last Monday in May (Memorial Day)

July 4 (Independence Day)

The first Monday in September (Labor Day)

The fourth Thursday in November (Thanksgiving Day)

The day following Thanksgiving Day

December 24 (Winter Holiday)

December 25 (Winter Holiday)

- (1) When a recognized holiday falls on a Saturday, the day immediately preceding shall be deemed to be the paid holiday. When a recognized holiday falls on a Sunday, the next day shall be deemed to be the paid holiday. If December 24 falls on a weekend, it will be observed the preceding Friday. If December 25 falls on a weekend, it will be observed the following Monday.
- (2) Permanent part-time employees shall receive the same number of holidays as regular, full time employees and on a pro-rata basis, proportional to full-time employment

Holidays will be paid at eight (8) hour increments.

7.1.3 Personal Leave

Eligible employees shall also receive fifty-six (56) hours of personal leave each calendar year ~~which may be used for personal reasons.~~ Non-Management Fair Labor Standards Act (FLSA) exempt employees will receive an additional 40 hours of non-accrual personal leave each calendar year.

Personal leave has no cash value and must be used during the calendar year in which it is received or it is deemed forfeited. ~~Those hired after the calendar year begins will receive a pro-rata share of personal leave time based on the number of pay periods remaining in the calendar year.~~

Employees serving a probationary period are not eligible to use personal leave hours for time off. Those hired after the calendar year begins will receive a pro rata share of personal leave time based on the number of pay periods remaining in the

calendar year. Any unused hours remaining in the first calendar year of employment will be rolled over into the following calendar year for use. Any unused personal leave hours will be forfeited for any year thereafter.

Permanent part-time employees shall receive personal leave on a pro-rata basis, proportional to full-time employment.

7.1.4 Board Ordered Holiday

The Board of Directors may from time to time declare additional paid holidays or half-day holidays at their sole discretion, and the granting of any such holiday shall not constitute a precedent for continued granting of such holiday or holidays.

7.1.5 Holidays Occurring During Unpaid Leave

Employees will not receive holiday pay for holidays that occur during an unpaid leave of absence from the Agency, or when the employee is on unpaid leave either the work day before the recognized holiday or the work day after the recognized holiday.

7.1.6 Working on Holidays

Eligible employees may be scheduled to work on holidays, in which event, an FLSA non-exempt employee will be compensated at the overtime rate of pay for all time worked on such days, in addition to receiving eight hours of holiday pay. Standby shall not be construed as time worked.

FLSA exempt management employees who are scheduled to work on a holiday first must obtain prior written approval from the Executive Director in order to be eligible for flex-time or compensatory time-off for hours worked. Any approved flex-time must be taken in full-day increments. Standby shall not be construed as time worked.

Section 7.2. Vacation

7.2.1 Purpose

NVTA provides vacation to eligible employees for the purpose of rest, relaxation and reinvigoration.

7.2.2 Eligibility

Full-time employees are eligible to receive vacation benefits. Vacation begins to accrue from the date of hire. A probationary employee may begin to take vacation after the first six (6) months of an employee's probationary period.

7.2.3 Accrual

A. Accrual Rates

Every permanent, full-time employee shall accrue vacation leave, in accordance with the permitted maximums as provided in the schedule below. An employee shall not accrue vacation in excess of the permitted maximums. The Executive Director shall give employees a reasonable opportunity to utilize such vacation within the year so as not to exceed the maximum accrual vacation leave accruals.

Years of Continuous Agency Service	Hours of Vacation Accrued/ Pay Period	Maximum Accrual for Years of Continuous Service
Date of Hire through Year 3	3.8 hours	240 maximum hours
Year 4 through 9	4.8 hours	300 maximum hours
Year 10 through 14	6.2 hours	400 maximum hours
Year 15 through 19	7.2 hours	400 maximum hours
Year 20 through 29	8 hours	400 maximum hours
Year 30 or more	9 hours	400 maximum hours

1. An employee's new vacation accrual rate will be effective on the first day of the pay period following the anniversary date of the year referenced in the above schedule.
2. Each employee may, with approval of the Executive Director, take vacation privileges as earned and in accordance with the provisions of Section 7.2
3. No person shall be permitted to work for compensation for the Agency in any capacity during the time of his/her paid vacation from Agency service.
4. Vacation leave does not accrue during periods of unpaid leave from the Agency or when an employee is on short or long-term disability, unless an employee is on worker's compensation leave, in which case, vacation continues to accrue.
5. Each employee has right to receive compensation at the Employee's current hourly rate for up to eighty (80) hours per year of unused vacation so long as forty (40) hours of vacation were actually used during the calendar year.

Permanent part-time employees shall accrue vacation leave on a pro-rata basis, proportional to full-time employment.

~~Non-Management Fair Labor Standards Act (FLSA) exempt employees will receive an additional 40 hours of non-accrual leave each calendar year. Prorated based on hire date.~~

B. Management Employees

Management Employees ~~of the Agency~~, not in a probationary period shall receive the following:

1. Eighty (80) hours of management leave credited at the beginning of each calendar year. The right to surrender up to sixty (60) hours of management leave each year and be paid for same in cash at their current hourly rate; provided, however, that a minimum of forty (40) hours of vacation leave must be used during the calendar year in which the surrender of management leave occurs before the finance

department is authorized to process the surrender request. Those hired after the calendar year begins will receive a pro rata share of management leave time based on the number of pay periods remaining in the calendar year. Any unused hours remaining in the first calendar year of employment will be rolled over into the following calendar year for use. Any unused leave hours after the second year and thereafter will not rollover into the following year.

2. Accrual of vacation leave at the rate of 4.8 hours per pay period, or accrual of vacation leave at the rate determined in accordance with Section 7.2.3.A, or accrual of vacation leave at the Employee's current vacation leave accrual rate, whichever is higher. This vacation leave accrual rate will be effective on the date of the appointment, reclassification, or promotion.
3. In the case of Management Employees who were not employed by the Agency at the time of their appointment, but were previously employed by a city, county, special district, state or federal government agency, the vacation accrual rate shall be the rate of vacation leave approved by the Executive Director; providing, however, this rate shall not exceed the rate of vacation leave accrual the Employee enjoyed at the Employee's last place of public employment, or the rate of vacation leave accrual the Employee would be entitled to had all prior public agency service of the Employee been with the Agency, whichever is higher; and further provided that in no event shall this rate of accrual exceed the maximum rate the Agency provides to Management Employees. Work performed for a public agency as a consultant or independent contractor rather than as an employee, shall not be taken into account by the Executive Director in approving a vacation leave accrual rate exceeding the .06 hours per each full hour worked up to the maximum of eighty (80) hours per pay period.
4. The right to accumulate a maximum of 600 hours of vacation leave; the Employee may not earn any further vacation time while accrued, unused vacation remains at this maximum.

7.2.4 Scheduling

A. Notice

Vacation shall be scheduled with the employees supervisor and the Executive Director, with due regard for the wishes of the employee and with particular regard for the needs of the Agency.

Vacations of four (4) consecutive days or more, must be scheduled a minimum of two weeks before the date of departure. Vacations of three (3) consecutive days or less must be scheduled at least two (2) working days before departure. Under special circumstances, the Executive Director may waive these notice requirements.

All vacation requests shall be submitted in writing ~~on the designated Agency form.~~

B. Intervening Holidays

A holiday falling within a vacation shall not be counted as a day of vacation.

C. Intervening Illness or Injury

Employees becoming sick or injured while on vacation leave shall be entitled to change their vacation status to sick leave with a doctor's verification that the employee would have been unable to work due to the illness or injury. Employees must follow the sick leave procedures described in these Policies and Procedures.

7.2.5 Termination or Retirement from Agency

Accrued but unused vacation at the time of an employee's termination or retirement shall be administered as follows:

A. Termination

If an employee terminates employment with the Agency, voluntarily or involuntarily, and has accrued and unused vacation, he or she shall be paid for each day recorded in Agency records.

B. Retirement

An employee who retires and has accrued and unused vacation may elect either of the following options:

1. Continue to work until the date of retirement and be paid for accrued and unused vacation; or
2. Discontinue working and take accrued and unused vacation time that would extend from last day worked up to the date of retirement.

If option (2) is selected, deductions from vacation pay will be the same as if the employee is actually on the job and health care coverage will continue to be provided under various group programs through the exhaustion of vacation time.

Section 7.3. Sick Leave

7.3.1 Purpose

The Agency provides paid sick leave in order to prevent a loss of earnings that may be caused by illness or injury. Paid sick leave is not intended to provide additional paid time off for reasons unrelated to injury or illness.

7.3.2 Eligibility

Employees are eligible for paid sick leave. Sick leave begins to accrue from the first day of employment. ~~Employees who have worked for six (6) months in continuous employment are eligible to use accrued sick leave.~~

7.3.3 Accrual

Each employee shall accrue 3.8 hours of sick leave for each full eighty (80) hour pay period. There is no limit to the amount of sick leave an employee can accrue. Sick leave does not accrue during periods of unpaid leave from the Agency or when an employee is on short or long-term disability status, unless an employee is on worker's compensation leave, in which case, sick leave continues to accrue.

No sick leave shall be paid prior to it being accrued.

Sick leave accrued and unused is forfeited upon termination of employment. For vested employees, accrued and unused sick leave balances can be used to credit retirement health benefits per the agency contract with CalPERS.

Permanent part-time employees shall accrue sick leave on a pro-rata basis, proportional to full-time employment.

7.3.4 Conversion of Vacation to Sick Leave

Employees becoming sick or injured while on vacation leave shall be entitled to change their vacation status to sick leave with a doctor's verification that the employee would have been unable to work due to the illness or injury. Employees must follow the sick leave procedures described in these Policies.

7.3.6 Employee Notice and Communication

An employee shall contact his or her supervisor prior to the employee's starting time each day when absent due to illness or injury. Employees must follow this procedure every day of illness or injury, except in the case of a pre-approved leave of absence.

Where an employee is absent for more than three (3) consecutive days, the employee will be required to submit a doctor's statement (1) verifying that an illness or injury prevented the employee from working, and (2) certifying that the employee is fit and able to return to work. Employees are required to submit a doctor's statement consistent with (1) and (2) above if an employee has a regularly scheduled absence for medical reasons. Management may also require a doctor's slip verifying the absence for a shorter period of time where a question of abuse of sick leave arises.

Employees on an approved leave of absence who do not return on their scheduled return date and who have failed, in advance of the return date, to obtain an agreed extension of leave from their supervisor or the Executive Director, will be considered to have voluntarily abandoned employment and subject to separation from Agency employment.

Section 7.4. Workers' Compensation Leave

7.4.1 Purpose

Agency employees are eligible for benefits under the Worker's Compensation Laws of the State of California for injury or illness arising out of or in the course and scope of employment. Where such injury or illness necessitates an employee's absence from work, an employee shall remain on paid status as provided herein.

7.4.2 Sick or Vacation Leave Supplementation

When an employee is off work due to an industrial injury, accrued sick leave or vacation pay may be paid for the first three (3) days. Thereafter payments made by Worker's Compensation may be supplemented up to base wage entitlement of that employee to the extent that accumulated sick leave is available and, when authorized by the employee, vacation days.

7.4.3 Accrual of Benefits during Leave

During the time an employee is on "paid status" while absent from work by reason of injury or illness covered by Worker's Compensation, he or she shall continue to accrue all benefits. For the purposes of this section, "paid status" shall include that period of time during which the Agency coordinates benefits; i.e., that period of time during which sick leave and vacation days are used to supplement employee earnings.

If worker's compensation leave is converted to long term disability leave, once vacation and sick leave balances are depleted, health, dental, vision, and life insurance premiums will be paid entirely by the employee. In addition, while the employee is on long term disability status, vacation, holidays, and sick leave accruals will no longer accrue.

Section 7.5. Pregnancy Leave

7.5.1 Purpose

In an effort to further equal employment opportunity for women, employees who become disabled by pregnancy, childbirth or related medical conditions may be entitled to job-protected leave or other reasonable accommodation as provided by California's Pregnancy Leave Law.

7.5.2 Covered Employees

An employee is disabled from working due to pregnancy, childbirth or a related medical condition in the following circumstances:

- Inability to work at all because of pregnancy or childbirth

- Inability to perform one or more essential functions of the employee's job without undue risk to the female, the successful completion of the pregnancy, or other persons
- Suffering from severe morning sickness
- Needing to attend pre-natal care appointments

7.5.3 Leave Rights

A covered employee is entitled to up to four months of leave during any period in which the employee is actually disabled. Such leave may be taken in a single block of time or on an intermittent basis or reduced leave schedule. This leave is in addition to, and does not run concurrent with, any leave the employee may be eligible for under the Family Medical Leave Act and California Family Rights Act.

At the conclusion of an approved pregnancy disability leave, the employee will be restored to her original position or a comparable position in accordance with law.

7.5.4 Pay and Benefits

Pregnancy disability leave under this policy is unpaid. However, a covered employee may use accrued sick or vacation leave or other accrued time off to cover absences caused by a pregnancy-related disability.

Leave taken under this policy does not constitute a break in service for the employee.

7.5.5 Employee Notice Obligations

Whenever the need for leave is foreseeable, a covered employee must give the Agency thirty (30) days advance notice of the need for leave. Covered employees should make reasonable efforts to schedule any necessary medical treatment so as not to disrupt the operations of the Agency. The Agency may deny leave where such notice is not provided.

When the need for leave is not foreseeable, covered employees must provide notice of the need for leave as soon as practicable.

7.5.6 Medical Certification

An employee requesting such leave will be required to provide a medical certification from her health care provider verifying the disability, the date it commenced, and its probable duration.

Upon return to work, the employee will be required to provide a return-to-work certificate from her health care provider stating that she is able to resume the duties of her position.

7.5.7 Other Forms of Pregnancy-Related Disability Accommodation

An employee disabled by a pregnancy-related condition may also be eligible for a temporary transfer to a less strenuous or hazardous position or other form of accommodation. Requests for accommodation should be directed to the employee's Supervisor or the Executive Director.

Section 7.6. Family and Medical Care Leave Act

7.6.1 Statement of Policy

This policy describes the circumstances and conditions under which an employee may take family care and medical leave as provided under the Federal Family and Medical Leave Act ("FMLA") and the California Family Rights Act ("CFRA"). This policy is meant to be read together with the FMLA (29 U.S.C. 2601 et seq.) and the CFRA (Government Code Section 12945.2) and the regulations adopted to implement them, all as they are now written or may hereafter be amended. This policy is separate and distinct from any other leave policies or procedures. The benefits accorded by these separate policies shall not be combined or otherwise construed as one policy.

7.6.2 Definitions

- A. "Family and Medical Care Leave"** means leave, whether paid or unpaid, taken by an employee on account of:
 - 1. The birth of a child of the employee.
 - 2. The adoption or foster care placement of a child by the employee.
 - 3. The serious health condition of a child, parent or spouse of the employee.
 - 4. The serious health condition of the employee which makes the employee unable to perform the duties of the employee's position.
- B. "Child"** means a biological, adopted or foster child, a stepchild, a legal ward or child of a person in loco parentis who is either under 18 years of age or a dependent adult. A dependent adult is a person who is over 18 years of age and is incapable of self-care because of a mental or physical disability.
- C. "Health Care Provider"** means a person holding a physician's and/or surgeon's certificate or an osteopathic physician's and/or surgeon's certificate who directly treats or supervises the treatment of the serious health condition, or any other person determined to be capable of providing health care services under the FMLA/CFRA.
- D. "Parent"** means a biological, foster or adoptive parent, a stepparent or legal guardian, or other person who stood in loco parentis to the employee when the employee was a child. Parent does not include a parent-in-law.
- E. "Serious Health Condition"** means an illness, injury, impairment or physical or mental condition which involves either:
 - 1. Inpatient care in a hospital, hospice or residential health care facility; or
 - 2. Continuing treatment or supervision by a health care provider of more than three consecutive days; or

- 3. Continuing treatment or supervision by a health care provider for a chronic or long-term health condition that is incurable or so serious that if not treated would likely result in an incapacity for more than three consecutive days.
- F. **"Spouse"** means a partner in marriage as defined in Family Code Section 300. It does not include unmarried persons living together, but does include persons who are legally married who do not live together. For the purposes of this policy, spouse is further defined as a registered domestic partner as specified in California Family Code Section 297.
- G. **"Employment in the Same or Equivalent Position"** means employment in a position that has the same or equivalent duties and pay that can be performed at the same or similar geographic location as the position held prior to the leave.

7.6.3 Family and/or Medical Care Leave

Except as hereafter provided, any employee with at least 12 months of service with the Agency, who has at least 1250 hours of service during the previous 12-month period, may take up to 12 weeks of family care and medical leave during a 12-month period with a guarantee made at the time leave is granted that the employee will be able to return to the same or equivalent position.

- A. For this purpose, "12 month period" means the 12 months immediately preceding the date an employee takes family care and medical leave.
- B. Pregnancy disability leave taken by an employee will not be considered when counting the amount of leave an employee may take pursuant to this policy.
- C. While on leave under this policy, an employee will continue to be covered by the Agency's group health insurance to the same extent that coverage is provided while the employee is working.
- D. If an employee fails to return to work after the designated period of leave or when the leave entitlement has been exhausted or expires, the Agency shall have the right to recover its share of health plan premiums for the entire leave period, unless the employee does not return because of the continuation, recurrence, or onset of a serious health condition of the employee or his/her family member which would entitle the employee to leave under this policy, or because of circumstances beyond the employee's control.
- E. Leave under this policy may be granted on an intermittent basis (i.e., leaves taken in separate blocks of time due to a single qualifying reason) or a reduced work schedule to accommodate an employee qualifying for leave under this policy. An employee may take leave under this policy on an intermittent basis for his/her own serious

health condition or for the serious health condition of a qualifying family member when it is shown to be medically necessary.

F. Conditions for use of Family/Medical Care Leave:

1. Notice of Leave. If the need for leave is foreseeable, an employee must provide the Agency with reasonable advance notice. For this purpose, "reasonable advance notice" means thirty (30) days' written notice, if practicable.
2. Scheduling Leave. If the need for leave is foreseeable due to a planned medical treatment or supervision, the employee must make a reasonable effort to schedule it to avoid disruption of Agency operations.
3. Medical Certification for Family Care Leave. A request for leave to care for a child, spouse or parent who has a serious health condition must be supported by a certificate of a health care provider which includes all of the following:
 - a) The date on which the health condition commenced;
 - b) A statement as to whether a serious health condition of a family member exists:
 - i. However, the employee need not (but may, at the employee's option) identify the serious health condition involved (i.e., diagnosis).
 - ii. Failure to disclose the nature of the serious health condition may give the Agency reason to doubt the validity of the certification.
 - c) The probable duration of the condition;
 - d) An estimate of the time the employee needs to care for the individual;
 - e) A statement that the condition requires family participation to provide care during the period of treatment or supervision of the individual requiring care.
4. Medical Certification for Employee's Own Serious Health Condition. A request for leave for an employee's own serious health condition must be supported by a certificate of a health care provider which includes all of the following:
 - a) The date on which the serious health condition commenced;
 - b) A statement as to whether the employee is unable to perform the essential functions of his or her normal position:
 - i. However, the employee need not (but may, at the employee's option) identify the serious health condition involved (i.e., diagnosis).

- ii. Failure to disclose the nature of the serious health condition, may give the Agency reason to doubt the validity of the certification.
- c) The probable duration of the condition.
- 5. Use of Accrued Leave:
 - a) Vacation/Comp Time: An employee who takes family/medical care leave must use all of their accrued compensatory time off, if any, and then and all of their accrued vacation in excess of 80 hours.
 - b) Sick Leave: An employee who takes family/medical care leave may only use accrued sick leave as provided in the applicable under California law.

G. Limits on Family and Medical Care Leave

The Agency may refuse to allow family and medical care leave if:

- 1. The employee fails to furnish the Agency adequate medical documentation which satisfies the requirements under this policy or the FMLA or CFRA.
- 2. If both parents of a child are employed by the Agency, the Agency may limit the family care leave for the birth, adoption or foster care placement of their child to a combined total leave of twelve (12) weeks in a 12-month period.

H. Challenge to Medical Certification

- 1. When the Agency doubts the validity of a medical certification submitted by an employee, it may require the employee to obtain at Agency expense the opinion of a second health care provider designated and approved by the Agency regarding any of the information in the original certification. Such second health care provider may not be one employed by the Agency on a regular basis.
- 2. If the opinion of the second health care provider differs from the first, the Agency may require the employee to obtain at Agency expense, the opinion of a third health care provider, designated or approved jointly by the Agency and the employee, concerning the information in the original certification. The opinion of the third health care provider will be final and binding on the Agency and the employee.

I. Employee's Obligation to Periodically Report on His/Her Condition

An employee on family or medical care leave may be required to periodically report on his or her status and intent to return to work. This will avoid any delay to reinstatement when the employee is ready to return to work.

J. Status of Employee Benefits While On Leave

1. Status of Employee. An employee on family/medical care leave retains employee status, and the leave does not constitute a break in service for purposes of longevity, seniority, or any employee benefit plan. For purposes of layoff, recall, promotion, job assignment, and seniority related benefits, an employee who returns from leave will have no less seniority than the employee had when the leave commenced.
2. Health Insurance. Except as hereafter provided, during family/medical care leave, the Agency will continue to offer the employee, and pay its share of the premium for, health insurance for up to twelve (12) weeks at the same level and under the same terms and conditions as coverage was provided while the employee was actually working for the Agency; provided that, if an employee fails to return from leave for reasons other than the continuation, recurrence, or onset of the employee's own serious health condition or other circumstances beyond the employee's control, the Agency may recover the premiums paid by the Agency on behalf of the employee.
3. Other Benefits. During family/medical care leave, an employee will continue to be entitled to participate in employee health plans for any period during which coverage is not provided as required in Section 7.6.3.J.2 above, employee benefit plans, including life, short-term or long-term disability or accident insurance, pension and retirement plans, and supplemental unemployment benefit plans to the same extent and under the same conditions as apply to an unpaid leave taken for any other purpose.

K. Return from Family and/or Medical Care Leave

1. The Agency may deny reinstatement of an employee from family and medical leave to the same or equivalent position where:
 - a) The employee refuses to return on the date agreed upon; or
 - b) As a condition of reinstatement of an employee whose leave was due to the employee's own serious health condition which made the employee unable to perform his/her job, the employee must obtain and present a fitness-for-duty certification from the health care provider that the employee is able to resume work. Failure to provide such certification will result in denial of reinstatement; or
 - c) The same or equivalent position has been eliminated for legitimate business reasons unrelated to the employee's family/medical care leave, in which case the employee will have the rights accorded in the layoff provision of the applicable Agency policy.

2. Reinstatement of Key Employees: The Agency may deny reinstatement of an employee from family and/or medical care leave to the same or equivalent position where:
 - a) The employee is among the highest paid 10% of the Agency's salaried employees; and,
 - b) Reinstatement would cause the Agency serious and grievous economic harm; and,
 - c) The employee was notified at the outset of leave that reinstatement could be denied.

7.6.4 Status of Prior Policies

This policy supersedes and replaces all other policies on the same subject. The Agency reserves the right to amend this policy whenever it is appropriate to conform to state and federal laws, rules and regulations.

Section 7.7. Funeral and Bereavement Leave

7.7.1 Purpose

The Agency provides bereavement leave for its employees in the event of a death in the employee's family in order to handle family affairs and attend the funeral.

7.7.2 Conditions of Leave

A. Amount

An employee may take up to five days of ~~sick-Bereavement~~ leave ~~(one of which shall be the date of the funeral) for the purpose of making necessary arrangements and attending the funeral.~~

An additional limited amount of time off to attend funeral services outside the State of California may be authorized with pay under special circumstances. The Executive Director is vested with full discretion to evaluate the circumstances and make the determination.

Attendance at funerals requiring absences of more than five days may be charged to accrued vacation or personal leave accounts.

B. Covered Family Members

Leave shall be afforded under this policy for the death of the employee's spouse, registered domestic partner, child, parent, parents-in-law, step-parents, sibling, step-siblings, and grandparents.

C. Deceased Employees

In deference to the memory of a deceased colleague, a limited amount of time off to attend funeral services may be authorized with pay under special circumstances. The Executive Director is vested with full discretion to evaluate the circumstances and make the determination.

Section 7.8. Jury Duty and Witness Leave

7.8.1 Purpose

The Agency encourages its employees to perform their civic duty to serve on a jury panel or as a subpoenaed witness and provides leave for such purposes as described herein.

7.8.2 Jury Duty Leave

A. Full-time and Seasonal Employees

Time off without loss of pay of up to four (4) weeks shall be granted to full-time employees called for jury duty. ~~Such employees who are required to serve on jury duty shall be paid the difference between their regular pay and the amount of the jury fee received for such duty. For the purpose of this calculation, the jury fee does not include any mileage allowance.~~ Should jury duty extend beyond four (4) weeks, the employee will receive unpaid leave for the duration of the jury service. The employee may elect to use accrued vacation, compensatory time off, personal leave, or floating holiday leave to cover the remainder of the jury service.

B. Part-Time and Temporary Employees

Part-time and temporary employees will be granted time off without pay for jury duty service. These employees may elect to use accrued vacation, compensatory time off, personal leave, or floating holiday leave to cover the jury service.

C. Notice Requirements

All employees are required to provide their supervisor with reasonable advance notice of jury duty. Employees must provide their supervisor with a copy of their jury summons prior to the commencement of jury duty leave.

D. Return to Work

All employees released from jury duty prior to the end of a scheduled work day must report back to work within one (1) hour after being released from jury duty, unless there is less than two (2) hours remaining in the employee's work day at the time of release.

7.8.3 Witness Duty

All employees will be allowed time off without pay to appear in court as a witness pursuant to a valid subpoena or other court order. The employee must provide his or her supervisor with reasonable advance notice of the witness duty. Further, the employee is required to provide his or her supervisor with a copy of the subpoena or court order requiring the employee's attendance. The employee may elect to use accrued vacation or floating holiday time to cover the time away from work. All employees who are subpoenaed by court to appear in their capacity and scope as a representative of the Agency shall be allowed time off with pay for such witness duty.

7.8.4 Overtime Exempt Employees

Overtime exempt employees who work any portion of the week in which they also serve on jury duty or as a witness will receive their full salary for that week.

Section 7.9. Military Leave

7.9.1 Purpose

The Agency provides appropriate military leaves of absence, benefits and reinstatement rights to members of the military consistent with the provisions of the California Military and Veterans Code and the federal Uniformed Services Employment and Reemployment Rights Act.

7.9.2 Leave of Absence

Any Agency employee who is a member of the United States armed forces, the National Guard, the Naval Militia or the reserve corps is entitled to an unpaid leave(s) of absence for ordered military duty including active military training, inactive duty training, encampment or exercises.

7.9.3 Employee Notice Requirements

Employees must provide advance written or verbal notice of the need for military leave unless to do so is impossible or unreasonable. Generally, an employee should present their service papers to their supervisor as soon as they receive them. Employees should use their best efforts to arrange inactive duty or annual trainings at a time that is mutually convenient to the employee and the Agency.

7.9.4 Pay and Benefits While On Military Leave

A. Pay

Where the employee has been employed by the Agency for at least one year prior to the start of the leave, the first 30 calendar days of military leave will be paid. No minimum length of service is required to receive 60 calendar days of pay for a member of the National Guard who is called to active duty during a declared emergency. Paid military leave shall not exceed 30 calendar days in any fiscal year.

After the first 30 calendar days, military leave will be unpaid. Any employee may, at his or her option, elect to use accrued vacation or floating holiday time to cover periods of unpaid military leave.

B. Health Care Coverage

For leaves with duration of 30 days or less, the Agency will continue the employee's health care coverage on the same terms as if the employee was working.

For leaves longer than 30 days, the employee may be eligible to continue health care coverage for self and dependents at the employee's own expense for up to 24 months. Employees returning from leave longer than 30 days will be restored to health care coverage upon their return to work without a waiting period.

C. Seniority

Any employee who takes military leave retains his or her original seniority date and all other seniority-based benefits as if continuously employed.

Employees on military leaves will not accrue any vacation or sick leave during periods of unpaid military leave.

Time spent on military leave will be counted as time worked for purposes of determining eligibility for family and medical leave.

7.9.5 Reinstatement

The Agency will adhere to the applicable federal or state law that is most beneficial to the employee in determining reinstatement rights.

Generally, employees must provide timely notice of their intent to return to work after military service. An employee returning from military leave will be reinstated to employment in the position he or she would have held had there been no interruption for military service, if qualified. If reasonable efforts to so qualify the employee fail, he or she will be returned to the position held at the beginning of the leave, if qualified.

Reinstatement may be denied if the employee receives a dishonorable or other disqualifying discharge, fails to timely request reemployment, or the Agency's circumstances have so changed to make reemployment impossible or unreasonable.

Section 7.10. Leaves of Absence without Pay—Accrual of Vacation and Sick Leave

An employee taking leave without pay shall earn vacation leave and sick leave during the week in which the leave of absence occurs according to the following weekly schedule. Such vacation leave and sick leave shall be calculated to the nearest tenths as shown in the chart below:

HOURS OF LWOP	PERCENTAGE OF ACCRUAL
2 – 3.9	90
4 – 7.9	80
8 – 11.9	70
12 – 15.9	60
16 – 19.9	50
20 – 23.9	40
24 – 27.9	30
28 – 31.9	20
32 – 35.9	10
36 – 40.0	0

Section 7.11. Outside Employment

The Agency forbids employees on a leave of absence, other than military leave, from holding outside employment during such leave. Employees who violate this

policy will forfeit any leave of absence and will be deemed to have voluntarily terminated their employment and separated from the Agency.

CHAPTER 8 BENEFITS

Section 8.1. Insurance

8.1.1 Purpose

The Agency will provide all eligible employees and their dependents access to group health insurance programs including medical, dental and vision and life insurance.

8.1.2 Terms of Coverage

The amount and type of coverage, as well as the percentage of Agency contribution, is subject to change from time to time depending on changes in applicable premiums.

Information describing coverage is available from the Agency Human Resources department upon request. If there is a conflict between the language used here and the language contained in the group plan documents, the plan documents will prevail.

8.1.3 Eligibility

Full-time and part-time permanent employees are eligible for medical, dental, vision and life insurance coverages. The effective date for these coverages is the first of any month following thirty (30) days of continuous service, except for medical which is effective the first of the month following the employee's hire date. Employees returning from layoff shall have full benefits made available to them on the first of the month following their return to work, without waiting the otherwise mandatory "waiting period."

8.1.4 Medical, Dental and Vision Coverage

A. Payment of Premiums

Presently the Agency pays 96% of the premium for Medical and 100% of the premium Dental for eligible full-time permanent employees during periods of regular pay status (including paid time off and paid leave). The agency pays 100% of benefits for full-time permanent employees with no dependents. The Vision premium is paid for by the Employee. The Agency does not pay insurance premiums for employees on an unpaid leave of absence or whose hours fall below the required minimum for eligibility of at least fifty (50) paid hours per pay period, unless specifically provided in another Agency policy such as the family and medical leave policy. Employees can elect to waive coverage providing that they can show they are covered by health insurance elsewhere.

The monthly premiums for permanent part-time employees shall be paid on a pro-rata basis proportional to full-time employment.

B. Long Term Disability

As used herein, "long-term disability" means the status reached when an eligible employee has, during any consecutive 12 month period, been unable to work or

perform the duties for which employed for 90 calendar days during that period, because of his or her own ill health or physical or mental disability.

Upon entering long-term disability status, an employee may petition the Board of Directors for use of accrued vacation or sick leave sufficient to pay premiums as set by the Agency for continuation of health, dental and vision coverage. Granting or denial of such petition shall be at the sole discretion of the Board based on their evaluation of the circumstances in each case. A granting in one case shall not be construed to have set a precedent when reviewing other cases.

C. Continuation of Health Benefits - COBRA

As stated above, the Agency's health care plans are maintained for employees in regular pay status and their covered dependents. The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and a related state law allow employees and their dependents to continue health care coverage at their own expense for up to 36 months if they lose coverage due to termination or other qualifying events.

D. Temporary Employees

Temporary employees are eligible for group health benefits for themselves and their dependents at their own expense provided the temporary employee qualifies as provided above and provided further, the employee pays the monthly premium for the group health care coverage a minimum of 10 days in advance of the first of each month.

8.1.5 Life Insurance Coverage

The Agency provides life insurance coverage for eligible employees in accordance with carrier requirements and at benefit levels determined through negotiations with the applicable employee representative. Presently the Agency pays 100% of the premium for this insurance.

Section 8.2. Retirement

8.2.1 Purpose

The Agency provides retirement benefits to fulltime and part-time, permanent employees through its plan with CalPERS. The terms of the plan shall govern retirement benefits.

8.2.2 Plan Overview

CalPERS provides a defined benefit plan. Benefits are based on the employee's age, years of credited service and final compensation at retirement. Employees become fully vested with 5 years of service. For employees hired prior to May 21, 2011 the minimum retirement age is 55 with a benefit formula of 2.5% at 55 (Tier 1); for employees hired between May 21, 2011 and December 31, 2012 the minimum retirement age is 60 with a benefit formula of 2.0% at 60 (Tier 2); and for employees hired on or after January 1, 2013 the minimum retirement age is 62 with a benefit formula of 2% at 62 (PEPRA New Members).

8.2.3 Contributions

The Agency pays the employer's contribution share at the current rate (FY 2023/20242019) of 10.02213.340% for Tier 1 members, 7.63410.1% for Tier 2 members and 6.8427.680% for PEPR members of reportable earnings. The Employee pays the employee's contribution share at the current rate of 8% for Tier 1 members, 7% for Tier 2 members and 6.257.75% for PEPR members of reportable earnings. These percentages are subject to change based on CalPERS rates.

Section 8.3. Education, Membership and Professional Affiliation Fees

8.3.1 Purpose

The Agency will reimburse tuition, membership, and professional affiliation fees to eligible employees.

8.3.2 Eligibility

- Must be a regular, full-time employee.
- Must have at least one-year full-time employment.
- Must meet the performance expectations of his or her current position.
- Must not have any formal disciplinary actions with NVT within the previous 18 months. Formal disciplinary actions include written warnings, demotions, or suspension.
- Must have an individual development plan in place, reviewed and agreed to by the supervisors with recognition that the educational investment is part of the employee's development for the current job or for a job to which he or she would realistically move to within NVT in the future.
- Undergraduate level and graduate level degree course work, (both credit and non-credit courses such as continuing education & off-site training) are eligible for reimbursement, provided the employee's management agrees that the intended studies relate to the individual's current or potential future job at NVT. This alignment should be reflected within the employee's individual development plan as noted in their performance evaluation.
- Must have clear alignment between the employee's educational ambitions, the agency's needs, the employee's performance management agreement and individual development plan.
- Must apply for and be pre-approved before enrolling in courses or any other type of formal education such as professional certifications. It is advisable for application to be made a 60-90 days in advance of the course/program to allow time to consider approval and budgeting, as appropriate.

8.3.3 Education Fees

Tuition for authorized Agency continuing education or a college degree are eligible for reimbursement. Education must be relevant to enhancing job knowledge or job related skills, or for the purpose of qualifying for advancement within the Agency as described in the employee's development plan. Employees are required to prepare a written request outlining the objectives for obtaining the education, expected timeframe, coursework and cost estimates, including tuition and books. The written request is to be submitted to the Executive Director for consideration

and discretionary approval prior to enrolling in coursework, provided the employee intends to seek Agency reimbursement. Depending on the cost or relevancy of the proposed education, the Executive Director may agree to reimburse all or a portion of the estimated cost. Actual reimbursements are eligible only after the successful completion of each quarter or semester as evidenced by supporting documentation from the college or university. Expenses for travel, lodging, meals or mileage related to education are not eligible for reimbursement.

Employees who accept tuition reimbursement, commit to regular full-time time service of two (2) years for an under-graduate degree or three (3) years for a graduate degree, following the successful completion of the coursework. In the event that an employee voluntarily terminates their employment with NVTa or is terminated for cause at any time during the course of employment, the employee agrees to repay NVTa the entire amount of tuition, associated fees, and taxes, if any, that have been paid for all courses. Repayment will not be required if the termination of their employment is due to death, long-term disability, layoff or involuntary termination for any reason other than cause.

If an employee does not repay any amounts due as indicated above on or before their last day of employment, any such amounts will be deducted from the employee's final paycheck or from other amounts payable to the employee upon or following termination of employment, and will authorize such deduction. Employees will also acknowledge that any balance still owed to NVTa after the deductions referenced above must be repaid to NVTa.

Employees shall be allowed sufficient leave with pay to meet the minimum education coursework requirement. The allowed leave shall be subject to the convenience of the Agency and the approval of the Executive Director.

8.3.4 Membership and Professional Affiliations Fees

Employees are encouraged to be members and active participants in job related professional affiliations. Memberships in professional organizations, and certifications or licenses related to transportation, engineering, financial management, accounting or other governmental affiliations are eligible for reimbursement as approved by the Executive Director. A maximum of two (2) memberships per employee totaling no more the \$500 per year is available for memberships to be reimbursed to the employee or paid directly by the Agency. The Executive Director may authorize an amount greater than this limit on a case by case basis when it is in the best interest of the Agency.

NVTa reserved the right to amend these Personnel Policies and Procedures at any time.



NAPA VALLEY TRANSPORTATION AUTHORITY **COVER MEMO**

SUBJECT

Purchase Order 23-P3012 to acquire Radios for Vine vehicles

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to Purchase Order 23-P3012 (Attachment 1) to upgrade radios for an amount not to exceed \$160,000.

EXECUTIVE SUMMARY

NVTA's existing radios were purchased with each bus in the Vine fleet with some radios dating back to 2002. In 2019, NVTA began replacing radios with Motorola XPR 5550e when new vehicles were purchased. It is now time to upgrade all the radios in the existing fleet so that all buses and traveling road supervisors can clearly and consistently communicate with dispatch.

FISCAL IMPACT

Yes, up to \$160,000, for 35 fixed route buses, 23 paratransit vehicles and 6 portable radios for Supervisors.

\$70,000 Federal Transportation Performance Initiative Funds

\$49,000 SB1 Local Partnership Formula Funds

\$41,000 Transportation Development Act Funds



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Rebecca Schenck, Program Manager – Public Transit
(707) 259-8327 / Email: rschenck@nvta.ca.gov
SUBJECT: Purchase Order 23-P3012 to acquire Radios for Vine vehicles

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board authorize the Executive Director, or designee, to execute and make minor modifications to Purchase Order 23-P3012 (Attachment 1) to upgrade radios for an amount not to exceed \$160,000.

COMMITTEE RECOMMENDATION

None

BACKGROUND

The Vine and VineGo systems heavily rely on radio communication between drivers, dispatchers and road supervisors. NVTA's last major radio purchase was for Motorola radios purchased in February 2002 and September of 2004. NVTA has been reusing radios in new buses as old buses were retired. Starting in 2019, with the purchase of the BYD buses, NVTA purchased new Motorola radios, specifically the XPR5550e model. NVTA staff is proposing to transition the entire fleet to the XPR5550e model because replacement parts for the 2002 and 2004 models are unavailable making the radios vulnerable to failure.

ALTERNATIVES

The Board could decide not to approve Purchase Order 23-P3012 and then NVTA risks not having properly functioning radios in all vehicles. The radios from the early 2000s are obsolete and the parts can only be salvaged so when these older radios need new parts, they are not always available.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 2 – Improve system safety to support all modes and serve all users.

The new radios will result in high-quality two-way communication between drivers, dispatchers and road supervisors so that any safety questions or concerns can be communicated and immediately addressed. Two-way radios are the best way to communicate directly in an emergency.

ATTACHMENT

(1) Purchase Order 23-P3012

DRAFT



Purchase Order

VENDOR

Napa Valley
Transportation
Authority (NVRTA)
625 Burnell Street,
Napa, CA 94559

Phone: 707-259-8631
Fax: 707-259-8636
Web: nvta.ca.gov

Purchase Order #: 23-P3012
Date: 07/03/2023
Vendor ID:

Bill To:

Napa Valley Transportation Authority
(NVRTA)
Accounts Payable / ap@nvta.ca.gov
625 Burnell Street
Napa, CA 94559

Ship To:

NVRTA
625 Burnell Street
Napa, CA 94559
POC: Rebecca Schenck, Manager- Public Transit
T 707.259.8636 | E rschenck@nvta.ca.gov

Requested	Ship Date	Ship Via	FOB	Buyer	Terms	Tax ID
SCHENCK	2-4 WKS ARO	-.-	ORIGIN	KULICK	NET 30	68-0471080

QTY	Item #	Units	Description	Discount	Taxable	Unit Price	Total
			PROJECT: VINE TRANSIT-BUS 2-WAY MOBILE RADIO REPLACEMENT				
55		each	2-Way Mobile Radio, Motorola, Model XPR5550e, incl. remote adapter kit, and installation (32 ea fixed route and 23 ea paratransit vehicles)				
23		each	Antenna (paratransit vehicles)				
3		each	2-Way Mobile Radio, Motorola, Model XPR5550e				
6		each	2-Way Mobile Radio, Motorola, Model XPR3500e				
						Subtotal	\$ 148,166.00
						TAX (est)	\$ 6,794.12
						Ship Fee	\$ 500.00
						Other	\$ -.-
						TOTAL	\$155,460.12

NOTICE OF INCLUDED TERMS AND CONDITIONS

- Federal Clauses
-

CONTINUED ON PAGE 2 OF ____

THIS ORDER WILL BECOME VALID UPON RECEIPT OF VENDOR ACCEPTANCE.

VENDOR ACCEPTANCE

Vendor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) contract/purchase order, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein.)

ORDER AWARDED AND ISSUED BY

Individual listed below is hereby authorized to award ordered material/services as specified, or incorporated by reference herein, on behalf of the Napa Valley Transportation Authority.

Name and Title
(Signature of person authorized to sign)

DATE

KATE MILLER, Executive Director DATE

FOR INTERNAL USE ONLY

FUND APPROPRIATION: FedTIP/TDA

CONTINUATION SHEET**PAGE 2 OF**

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
-------------	------------	-------------	--------------------	-------------------	--------------

WARRANTY: 2 years equipment, parts, labor and installation

NVTA Point of Contact: Libby Payan, Senior Planner
lpayan@nvta.ca.gov | 707.259.8782

//// CONTINUED on page 3 ///



MOTOTRBO™ XPR™ 5000e SERIES

YOU'RE COMPLETELY CONNECTED



With this dynamic evolution of MOTOTRBO digital two-way radios, you're better connected, safer and more productive. The XPR 5000e Series is designed for the skilled professional who refuses to compromise. With high performance integrated voice and data, and advanced features for efficient operation, these next-generation radios deliver complete connectivity to your organization.

CONNECTED

The MOTOTRBO XPR 5000e Series is a family of DMR-standard digital radios that delivers operations-critical voice and data communications. Bluetooth® audio lets you talk without wires, integrated Wi-Fi® enables remote software updates, and indoor and outdoor location-tracking capabilities give you total visibility of your resources. With support for trunking as well as legacy analog technology, you can keep your organization connected as it grows.

SAFE

Safeguard your staff with responsive push-to-talk technology. The quick access buttons on XPR 5000e Series radios can summon help with one touch, using

Transmit Interrupt to clear a channel when necessary. A range of safe driving accessories allow your workers to communicate hands-free, and Text-to-Speech technology helps your drivers keep their eyes on the road.

PRODUCTIVE

Text messaging and Work Order Ticketing simplify complex communications, and data capabilities support advanced applications. Featuring a high power audio amplifier, these radios deliver loud, clear speech, with background noise cancellation for better intelligibility. XPR 5000e Series radios are also ideal as a dispatch solution, with desktop microphones and a rugged, durable design for everyday use.

WHAT'S NEW IN THESE NEXT GENERATION RADIOS

- Integrated Wi-Fi®
- Over-the-air software updates
- Bluetooth® 4.0
- Indoor location tracking

PRODUCT DATA SHEET
MOTOTRBO™ XPR™ 5000e SERIES
DIGITAL TWO-WAY RADIOS



	Alphanumeric Model				Numeric Model			
Model Number	XPR 5550e			XPR 5580e	XPR 5350e			XPR 5380e
Band	VHF	UHF Band 1	UHF Band 2	800/900	VHF	UHF Band 1	UHF Band 2	800/900
GENERAL SPECIFICATIONS								
Frequency	136-174 MHz	403-470 MHz	450-512 MHz	806-825 MHz, 851-870 MHz, 896-902 MHz, 935-941 MHz	136-174 MHz	403-470 MHz	450-512 MHz	806-825 MHz, 851-870 MHz, 896-902 MHz, 935-941 MHz
Low Power Output	1-25 W	1-25 W	—	—	1-25 W	1-25 W	—	—
High Power Output	25-45 W	25-40 W	1-40 W	10-35 W (800) 10-30 W (900)	25-45 W	25-40 W	1-40 W	10-35 W (800) 10-30 W (900)
Channel Spacing	12.5, 25* kHz							
Channel Capacity	1000				32			
Dimensions (H x W x D)	2.1 x 6.9 x 8.1 in (53 x 175 x 206 mm)							
Weight	3.9 lb (1.8 kg)							
FCC Description (Low Power)	AZ492FT7082	AZ492FT7080	—	—	AZ492FT7082	AZ492FT7080	—	—
FCC Description (High Power)	ABZ99FT3087	AZ492FT7079	AZ492FT7076	AZ492FT7083	AZ492FT7081	AZ492FT7079	AZ492FT7076	AZ492FT7083
IC Description (Low Power)	109U-92FT7082	109U-92FT7080	—	—	109U-92FT7082	109U-92FT7080	—	—
IC Description (High Power)	109U-92FT7080	109U-92FT7079	109U-92FT7076	109U-92FT7083	109U-92FT7081	109U-92FT7079	109U-92FT7076	109U-92FT7083
Power Supply (Nominal)	12 V							
Max Current Drain, Standby	0.8 A							
Max Current Drain, Receive	2 A							
Transmit Current Draw, Low Power	11 A							
Transmit Current Draw, High Power	14.5 A	14.5 A	14.5 A	12 A	14.5 A	14.5 A	14.5 A	12 A



PRODUCT DATA SHEET
MOTOTRBO™ XPR™ 5000e SERIES
DIGITAL TWO-WAY RADIOS

ALL MODELS

TRANSMITTER SPECIFICATIONS	
Channel Spacing	12.5, 25* kHz
4FSK Digital Modulation	12.5 kHz Data: 7K60F1D and 7K60FXD, 12.5 kHz Voice: 7K60F1E and 7K60FXE, Combination of 12.5 kHz Voice and Data: 7K60F1W
Digital Protocol	ETSI TS 102 361**
Conducted/Radiated Emissions (TIA603D)	-36 dBm < 1 GHz, -30 dBm > 1 GHz
Adjacent Channel Power	60 dB (12.5 kHz channel), 70 dB (25* kHz channel)
Frequency Stability	± 0.5 ppm
RECEIVER SPECIFICATIONS	
Analog Sensitivity (12dB SINAD)	0.22 uV
Digital Sensitivity (5% BER)	0.19 uV
Intermodulation (TIA603D)	70 dB
Adjacent Channel Selectivity, (TIA603A)-1T	60 dB (12.5 kHz channel), 70 dB (25* kHz channel)
Adjacent Channel Selectivity, (TIA603D)-2T	45 dB (12.5 kHz channel), 70 dB (25* kHz channel)
Spurious Rejection (TIA603D)	70 dB
AUDIO SPECIFICATIONS	
Digital Vocoder Type	AMBE+2™
Audio Response	TIA603D
Rated Audio	3 W (internal speaker) 7.5 W (external 8 ohm speaker) 13 W (external 4 ohm speaker)
Audio Distortion at Rated Audio	3%
Hum and Noise	-40 dB (12.5 kHz channel), -45 dB (25* kHz channel)
Conducted Spurious Emissions (TIA603D)	-57 dBm

BLUETOOTH SPECIFICATIONS	
Version	4.0
Range	Class 2, 33 ft (10 m)
Supported Profiles	Bluetooth Headset Profile (HSP), Serial Port Profile (SPP), Motorola fast push-to-talk,
Simultaneous Connections	1 x audio accessory and 1 x data device
Permanent Discoverable Mode	Optional
GNSS SPECIFICATIONS	
Constellation Support	GPS
Time To First Fix, Cold Start	< 60 s
Time To First Fix, Hot Start	< 10 s
Horizontal Accuracy	<16.5 ft (< 5 m)
Wi-Fi SPECIFICATIONS	
Standards Supported	IEEE 802.11b, 802.11g, 802.11n
Security Protocol Supported	WPA, WPA-2, WEP
Maximum Number of SSIDs	128 (64 for Numeric Models)
ENVIRONMENTAL SPECIFICATIONS	
Operating Temperature	-22 °F to 140 °F (-30 °C to +60 °C)
Storage Temperature	-40 °F to 185 °F (-40 °C to +85 °C)
Electrostatic Discharge	IEC 61000-4-2 Level 4
Dust and Water Intrusion	IEC 60529 - IP54
Packaging Test	MIL-STD 810C, D, E, F, and G

CONNECTION

- VHF Band, 45 W
- UHF Band, 40 W
- 800/900 Band, 30 W
- 45, 40, 30 W Transmit Power
- Alphanumeric Model: Color Screen, 1000 Channels
- Numeric Model: Numeric Display, 32 Channels
- Analog and Digital
- Voice and Data
- Integrated Wi-Fi
- Canned Text Messaging
- Freeform Text Messaging (Requires Keypad Mic)
- Work Order Ticketing
- Indoor Location-Tracking
- Event-Driven Location Update
- Bluetooth Audio and Data
- Voice Announcement
- Text to Speech
- Option Board
- Home Channel Reminder

AUDIO

- Intelligent Audio
- IMPRES Audio
- Acoustic Feedback Suppressor
- Microphone Distortion Control
- User-Selectable Audio Profiles
- Trill Enhancement

PERSONALIZATION

- Wide Range of Accessories
- 4 Programmable Buttons

MANAGEMENT

- Radio Management
- Over-the-Air Software Update

SAFETY

- Lone Worker
- Basic Privacy
- Enhanced Privacy
- Transmit Interrupt
- Digital Emergency
- Emergency Search Tone
- Remote Monitor
- Radio Disable / Enable
- Waterproof to IP54
- Rugged to MIL-STD 810

SYSTEMS

- Dual Capacity Direct Mode
- Conventional
- [IP Site Connect](#)
- [Capacity Plus \(Single and Multi-site\)](#)
- [Capacity Max](#)
- [Connect Plus](#)

- Optional

NOTES

*25 kHz channels not available in USA

**DMR Operation Mode | Tier II / III

Specifications are subject to change without notice. All specifications shown are typical values

MILITARY STANDARDS										
	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G	
	METHOD	PROCEDURE	METHOD	PROCEDURE	METHOD	PROCEDURE	METHOD	PROCEDURE	METHOD	PROCEDURE
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II	500.5	II
High Temp	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Hot	501.5	I/A1, II/A1
Low Temp	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1	502.5	I/C3, II/C1
Temp Shock	503.1	I	503.2	A1/C3	503.3	A1/C3	503.4	I	503.5	I-C
Solar Radiation	505.1	II	505.2	I/Hot-Dry	505.3	I/Hot-Dry	505.4	I/Hot-Dry	505.5	I/A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.5	I, III
Humidity	507.1	II	507.2	II/Hot-Humid	507.3	II/Hot-Humid	507.4	-	507.5	I/Hot-Humid
Salt Fog	509.1	I	509.2	I	509.3	I	509.4	-	509.5	-
Dust	510.1	I, II	510.2	I, II	510.3	I, II	510.4	I, II	510.5	I, II
Vibration	514.2	VIII/CatF/ CurveW, XI	514.3	I/Cat10, II/ Cat3	514.4	I/Cat10, III/ Cat3	514.5	I/Cat24, II/ Cat5	514.6	I/Cat24, II/ Cat5
Shock	516.2	I, II	516.3	I, IV	516.4	I, IV	516.5	I, IV	516.6	I, V, VI

LONG RANGE WIRELESS MOBILE MICROPHONE

Designed for customers who depend on their high power mobile radio but must work outside of their vehicle, the Long Range Wireless Mobile Microphone keeps you connected and communicating up to 330 ft (100 m) from your vehicle. With instant touch pairing and in-vehicle charging cradles, you can maintain critical communications even on remote job sites.



HANDHELD CONTROL HEAD

When space is tight, and you need the flexibility to operate your radio from anywhere in the vehicle, opt for the Handheld Control Head. Its color screen, full keypad and extendable cord gives you complete control within 8 m (26 ft) of the radio.



BLUETOOTH AUDIO

Improve the mobility of your work teams without wires getting tangled. Your delivery driver can sort through packages on the back of the delivery truck, your bus driver can check students in the back of the bus, and your limousine driver can open the door for their passengers and stay connected.



CONNECT AND COORDINATE EFFORTLESSLY

IMPRES™ Smart Audio accessories communicate with the radio to suppress ambient noise, improve voice intelligibility and amplify loudness. Choose from a range of standard and heavy duty microphones, with or without keypads and navigation buttons.



INTERACT SAFELY WITHOUT DISTRACTIONS

To help your drivers keep their eyes on the road, you can customize your installation with the IMPRES Visor Microphone and Remote Push-to-Talk.



For more details on XPR 5000e accessories, please download the [MOTOTRBO Professional Accessories Catalog](#).

To get connected with MOTOTRBO, please contact your local Motorola representative or visit motorolasolutions.com/MOTOTRBO

Motorola Solutions, Inc. 1301 East Algonquin Road Schaumburg, Illinois 60196, U.S.A. 800-367-2346 motorolasolutions.com

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MOTOTRBO™
DIGITAL REMASTERED.



The Motorola Difference

There is a lot to be excited about with this new, enhanced version of the Motorola XPR 3500. This radio has 128MB of RAM, double that of its predecessor. Flash storage has also been increased to 256 MB. The range has been increased by 5 to 8%. Battery life has been expanded to an incredible 29 hours. The XPR3500e utilizes new, low voltage batteries that are more efficient. With an IP rating of IP67, the XPR3500e Enhanced MotoTrbo Digital Radio is completely dust-tight and waterproof to 3 feet for 30 minutes.

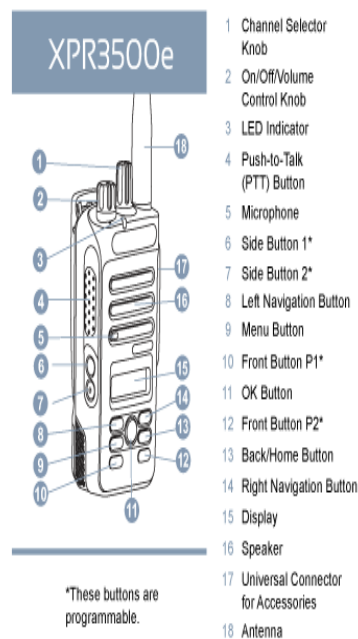
Integrated Wi-Fi Capability

With data rates of up to 8 mbps, the XPR3500e Enhanced MotoTrbo Digital Radio is able to connect with WiFi-networks using WPA, WPA2 or WEP.

Enhanced MOTOTRBO

The Motorola XPR 3500e can be used with a vibrating belt clip to silently alert you of an incoming message. Having the belt clip vibrate rather than the radio, allows for a more powerful vibration that is easier to notice in a high noise environment while not adding distractions to a quiet environment. Experience clear audio with the Single microphone Industrial Noise Cancellations (SINC+) system. SINC+ filters out background noise by creating clear communications.

The Controls





Details

Motorola PMLN6404B Remote-mount control head conversion kit for XPR 5350 and XPR 5550.

Compatible with XPR 5000 and 5000e series, this MOTOTRBO mobile radio accessory is a mobile remote mount adapter kit.

REQUIRED FEDERAL CONTRACT CLAUSES

1. AMENDMENTS

Any changes in the activities to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the NVTa Executive Director or a designated representative and CONTRACTOR. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

2. TERMINATION

Contractor's failure to perform any term or condition of this Agreement as a result of conditions beyond its control such as, but not limited to, war, strikes, fires, floods, acts of God, governmental restrictions, power failures, or damage or destruction of any network facilities or servers, shall not be deemed a breach of this Agreement, and may be cause for termination of the Agreement. (49 USC 5323 Sec 11)

3. RETENTION OF RECORDS

Contractor agrees to keep, in accordance with generally accepted accounting principles, all records pertaining to the project for audit purposes for a minimum of three (3) years following final payment to Contractor or four (4) years following the fiscal year of the last expenditure under this Agreement, whichever is longer, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until NVTa, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. (49 USC 5323)

4. AUDITS

Contractor agrees to grant NVTa or any agency that provides NVTa with funds for the Project, including but not limited to, the U.S. Department of Transportation, FTA, the Comptroller General of the United States, the State, and their authorized representatives access to Contractor's books and records for the purpose of verifying that funds are properly accounted for and proceeds are expended in accordance with the terms of the Agreement. All documents shall be available for inspection during normal business hours at any time while the Project is underway, and for the retention period specified herein. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (49 USC 5323 (g))

Contractor further agrees to include in all its third-party contracts hereunder a provision to the effect that the contractor agrees that NVTa, the U.S. Department of Transportation, FTA, the Comptroller General of the United States, the State, or any of their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, during normal business hours, for the term specified above. The term "contract" as used in this clause excludes agreements not exceeding \$25,000.

5. LICENSE TO WORK PRODUCTS (reserved)

6. EQUAL EMPLOYMENT OPPORTUNITY/ CIVIL RIGHTS

In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132; and 49

U.S.C. § 5332 for federally funded projects, Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, age, physical disability, or sex, discriminate or permit discrimination against any employee or applicant for employment.

Further Contractor agrees to follow regulations as set forth under 41 CFR Part 60-1.4 (b) that

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in

REQUIRED FEDERAL CONTRACT CLAUSES

Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

7. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Napa Valley Transportation Authority to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offers, including those who qualify as a DBE. A DBE project goal of 0 percent has been established for this project. NVTA has an overall established DBE goal of 2.6 percent. The bidder/offers shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offers will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) Written documentation of the bidder/offers's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) Written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (5) if the contract goal is not met, evidence of good faith efforts.

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 15 days from the receipt of each payment the prime contract receives from NVTA. The prime contractor agrees further to return retainage payments to each subcontractor within thirty days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the NVTA. This clause applies to both DBE and non-DBE subcontracts.

Failure to comply with the terms of this provision may result in any or all of the following actions including but not limited to:

1. A finding of material breach of contract

2. Suspension of payment of invoices

3. Bringing to the attention of the Department of Transportation any false, fraudulent, or dishonest conduct in connection with the program, so that DOT can take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the DOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties result) provided in 26.109.

The obligation of the bidder/offers is to make good faith efforts. The bidder/offers can demonstrate that it has done so either by meeting the contract goal or documenting good faith efforts. Examples of good faith efforts are found in Appendix A to Part 26. Forms 1 and 2 should be provided as part of the solicitation documents.

8. VETERAN'S PREFERENCE

As required under 49 U.S.C. § 5325(k) Contractor shall give hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

9. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

In the event that this project is funded by FTA in whole or in part, all contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any NVTA requests which would cause NVTA to be in violation of the FTA terms and conditions.

10. AMERICANS WITH DISABILITIES ACT REQUIREMENTS

Contractor will comply with 49 CFR Parts 27, 37, and 38, implementing and Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, 29 USC 794, as amended.

11. ENERGY CONSERVATION PLAN

Contractor shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6321) and Federal requirements under 49 CFR 662 Subpart C.

12. DEBARMENT

Contractor certifies that neither it nor any of its participants, principals, or subcontractors is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 49 CFR Part 29, by any Federal agency or department. Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by NVTA. If it is later determined that the bidder or proposer

REQUIRED FEDERAL CONTRACT CLAUSES

knowingly rendered an erroneous certification, in addition to remedies available to NVTA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13. CLEAN AIR AND WATER POLLUTION ACTS

Contractor agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15). The Contractor agrees to report each violation to NVTA and understands and agrees that NVTA will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. (2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance.

14. LOBBYING

Contractor agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 U.S.C. § 1352 and 49 CFR Part 20. In addition, in the event the Agreement exceeds \$100,000, Contractor agrees to comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 and shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient. APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each proposal or offer exceeding \$100,000).

15. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall hold harmless, defend at its own expense, and indemnify NVTA and the officers, agents, employees and volunteers of NVTA from any and all liability, claims, losses, damages or expenses, including reasonable attorney's fees, for personal injury (including death) or damage to property, from claims that to the extent they arise out of, pertain to, or relate to the negligent acts or omissions of Contractor or its officers, agents, employees, volunteers, contractors and subcontractors in rendering professional services under this Agreement which constitute negligence, recklessness, or willful misconduct, excluding, however, such liability, claims, losses, damages or expenses arising from the negligence or willful acts of NVTA or its officers, agents, employees or volunteers or any third parties. Notwithstanding the foregoing, the parties agree that Contractor's obligation to defend the NVTA is solely limited to reimbursing NVTA for its reasonable costs for defending a claim including reasonable attorney's fee, incurred by NVTA which are

ultimately determined to be due to Contractor's negligence, recklessness or willful misconduct. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement.

16. COMPLIANCE WITH LAWS

Contractor shall comply with any and all laws, statutes, ordinances, rules, regulations, and requirements of the federal, state or local government, and any agency thereof, including, but not limited to NVTA, the U.S. DOT and FTA, which relate to or in any manner affect the performance of this Agreement. Those law, statutes, ordinances, rules, regulations, and procedural requirements that are imposed on NVTA as a Recipient of federal or state funds are hereby in turn imposed on Contractor (including, but not limited to 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", and are herein incorporated by this reference and made a part hereof.

17. BUY AMERICA REGULATIONS

Contractor agrees to comply with 49 U.S.C. 5323(j) and 49CFR Part 661 which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. An Offeror must submit to the FTA recipient the appropriate Buy America certification with all proposals on FTA-funded contracts, except those subject to a general waiver. The Buy America Certification may be found on file in the offices of NVTA. Proposals or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

18. COMPLIANCE WITH FTA REGULATIONS

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between NVTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

19. DAVIS-BACON ACT

(a) Minimum wages

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are

REQUIRED FEDERAL CONTRACT CLAUSES

deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) Except with respect to helpers as defined as 29 CFR 5.2(n)(4), the work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) With respect to helpers as defined in 29 CFR 5.2(n)(4), such a classification prevails in the area in which the work is performed.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit

which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(v)(A) The contracting officer shall require that any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (1)(iv) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(b) Withholding

The NVT A shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to

REQUIRED FEDERAL CONTRACT CLAUSES

pay laborers and mechanics, including apprentices, Trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the NVTA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(c) Payrolls and basic records

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or Trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and Trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the NVTA for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government printing office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR part 5 and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth

in Regulations, 29 CFR part not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Federal Transit Administration or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) Apprentices and Trainees

(i) Apprentices - Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractors or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable

REQUIRED FEDERAL CONTRACT CLAUSES

classification. If the Administrator of the Wage and Hour Division of the

U.S. Department of Labor determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees - Except as provided in 29 CFR 5.16, Trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of Trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every Trainee must be paid at not less than the rate specified in the approved program for the Trainee level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the Trainee program. If the Trainee program does not mention fringe benefits, Trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a Trainee rate who is not registered and participating in a Training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any Trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a Training program, the contractor will no longer be permitted to utilize Trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity - The utilization of apprentices, Trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(e) Compliance with Copeland Act requirements: The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(f) Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(g) Contract termination: debarment - A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided

in 29 CFR 5.12. Compliance with Davis-Bacon and Related Act requirements: All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(h) Disputes concerning labor standards: Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(i) Certification of eligibility:

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(a) Overtime requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages : In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(c) Withholding for unpaid wages and liquidated damages : The (write in the name of the grantee) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(d) Subcontracts: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the

REQUIRED FEDERAL CONTRACT CLAUSES

subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section. (40 USC 3701-3708)

21. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(a) Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to NVTA, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

22. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACT

(a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under

the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate. (3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject

23. CARGO PREFERENCE-U.S.FLAG

(a) Agreement Clauses. "Use of United States-flag vessels:

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside

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the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading).

(b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees-

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading).

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

24. SAFE OPERATION OF MOTOR VEHICLES

Contractor agrees to comply with the Seat Belt Use and Distracted Driving clauses under 23 U.S.C Section 402 as outlined in Executive Orders No. 13043 and 13513.

25. BUS TESTING

Each third party contract to acquire a new bus model or a bus with significant alterations to an existing model must include provisions to assure compliance with applicable requirements of 49 U.S.C. Section 5318, as amended by MAP-21, and FTA regulations, "Bus Testing," 49 CFR Part 665.

26. PREAWARD REVIEW AND POST DELIVERY REVIEW

Each third party contract to acquire rolling stock must include provisions for compliance with applicable requirements of 49 U.S.C. Section 5323(m) and those provisions of FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR Part 663, that do not conflict with 49 U.S.C. Section 5323(m).

27. SEISMIC SAFETY

The Contractor agrees to comply with the Earthquake Hazards Reduction Act of 1977, as amended, 42 U.S.C. §§ 7701 et seq., in accordance with Executive Order No. 12699, "Seismic Safety of Federal and Federally-Assisted or Regulated New Building Construction," 42 U.S.C. § 7704 note, and comply with implementing U.S. DOT regulations, "Seismic Safety," 49 C.F.R. Part 41 (specifically, 49 C.F.R. § 41.117).

28. FEDERAL CHANGES

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between NVTA and FTA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to comply shall constitute a material breach of this contract.

29. BONDING REQUIREMENTS

For those construction or facility improvement contracts or

REQUIRED FEDERAL CONTRACT CLAUSES

subcontracts exceeding \$100,000, FTA may accept the bonding policy and requirements of the recipient, provided that they meet the minimum requirements for construction contracts. Bid Bond Requirements (Construction)

a) Bid Security: A Bid Bond must be issued by a fully qualified surety company acceptable to NVTA and listed as a company currently authorized under 31 CFR, Part 223 as possessing a Certificate of Authority as described thereunder.

b) Rights Reserved: In submitting this Bid, it is understood and agreed by bidder that the right is reserved by NVTA to reject any and all bids, or part of any bid, and it is agreed that the Bid may not be withdrawn for a period of [ninety (90)] days subsequent to the opening of bids, without the written consent of NVTA. It is also understood and agreed that if the undersigned bidder should withdraw any part or all of his bid within [ninety (90)] days after the bid opening without the written consent of NVTA, shall refuse or be unable to enter into this Contract, as provided above, or refuse or be unable to furnish adequate and acceptable Performance Bonds and Labor and Material Payments Bonds, as provided above, or refuse or be unable to furnish adequate and acceptable insurance, as provided above, he shall forfeit his bid security to the extent of NVTA's damages occasioned by such withdrawal, or refusal, or inability to enter into an agreement, or provide adequate security therefor. It is further understood and agreed that to the extent the defaulting bidder's Bid Bond, Certified Check, Cashier's Check, Treasurer's Check, and/or Official Bank Check (excluding any income generated thereby which has been retained by NVTA as provided in [Item x "Bid Security" of the Instructions to Bidders]) shall prove inadequate to fully recompense NVTA for the damages occasioned by default, then the undersigned bidder agrees to indemnify NVTA and pay over to NVTA the difference between the bid security and NVTA's total damages, so as to make NVTA whole. The undersigned understands that any material alteration of any of the above or any of the material contained on this form, other than that requested will render the bid unresponsive.

Performance and Payment Bonding Requirements (Construction) - The Contractor shall be required to obtain performance and payment bonds as follows:

a) Performance bonds

i) The penal amount of performance bonds shall be 100 percent of the original contract price, unless NVTA determines that a lesser amount would be adequate for the protection of NVTA.

ii) NVTA may require additional performance bond protection when a contract price is increased. The increase in protection shall generally equal 100 percent of the increase in contract price. NVTA may secure additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

b) Payment bonds

i) The penal amount of the payment bonds shall equal:

(1) Fifty percent of the contract price if the contract price is not more than \$1 million; or

(2) Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million; or

(3) Two and one half million if the contract price is more than \$5 million

ii) If the original contract price is \$5 million or less, NVTA may require additional protection as required by subparagraph 1 if the contract price is increased.

Advance Payment Bonding Requirements - The Contractor may be required to obtain an advance payment bond if the contract contains an advance payment provision and a performance bond is not furnished. NVTA shall determine the amount of the advance

payment bond necessary to protect NVTA.

Patent Infringement Bonding Requirements (Patent Indemnity) - The Contractor may be required to obtain a patent indemnity bond if a performance bond is not furnished and the financial responsibility of the Contractor is unknown or doubtful. NVTA shall determine the amount of the patent indemnity to protect NVTA.

Warranty of the Work and Maintenance Bonds

a) The Contractor warrants to NVTA, the Architect and/or Engineer that all materials and equipment furnished under this Contract will be of highest quality and new unless otherwise specified by NVTA, free from faults and defects and in conformance with the Contract Documents. All work not so conforming to these standards shall be considered defective. If required by the NVTA, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

b) The Work furnished must be of first quality and the workmanship must be the best obtainable in the various trades. The Work must be of safe, substantial and durable construction in all respects. The Contractor hereby guarantees the Work against defective materials or faulty workmanship. General Conditions a minimum period of one (1) year after Final Payment by NVTA and shall replace or repair any defective materials or equipment or faulty workmanship during the period of the guarantee at no cost to NVTA. As additional security for these guarantees, the Contractor shall, prior to the release of Final Payment, furnish separate Maintenance (or Guarantee) Bonds in form acceptable to NVTA written by the same corporate surety that provides the Performance Bond and Labor and Material Payment Bond for this Contract. These bonds shall secure the Contractor's obligation to replace or repair defective materials and faulty workmanship for a minimum period of one (1) year after Final Payment and shall be written in an amount equal to ONE HUNDRED PERCENT (100%) of the CONTRACT SUM, as adjusted (if at all).

30. RECYCLED PRODUCTS PREFERENCE

To the extent applicable, the Contractor agrees to comply with the U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247, which implements section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962. Accordingly, the Contractor agrees to provide a competitive preference for products and services that conserve natural resources, protect the environment, and are energy efficient, except to the extent that the Federal Government determines otherwise in writing.

31. PRIVACY ACT

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a. Among other things, the Contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

32. BREACHES AND DISPUTE RESOLUTION

In compliance with FTA Circular 4220.1F:
Disputes – Disputes arising in the performance of this Contract which

REQUIRED FEDERAL CONTRACT CLAUSES

are not resolved by agreement of the parties shall be decided in writing by the authorized representative of NVTA. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of copy, the contractor mails or otherwise furnishes a written appeal to the NVTA. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the NVTA shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute – Unless otherwise directed by NVTA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

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

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

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

33. ADA ACCESS REQUIREMENTS

Contractor must comply with the requirements that are applicable to

A. Title I of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. Section 12101 et seq.;

B. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794;

C. Section 16 of the Federal Transit Act, as amended, 49 U.S.C. Section 5301 (d);

D. U.S. DOT regulations, "Transportation for Individuals with Disabilities," 49 C.F.R. Parts 27, 37 and 38 and 36 C.F.R. Part 1192;

E. U.S. Architectural and Transportation Barriers Compliance Board, "ADA Accessibility Guidelines for Buildings and Facilities", (ADAAG);

F. U.S. Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;

G. U.S. DOJ Regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial facilities," 28 C.F.R. Part 36;

H. U.S. General Services Administration regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. subpart 101-19;

I. U.S. Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630.

J. U.S. Federal Communications Commission

regulations, "Telecommunications relay Services and Related Customer Premises equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F.



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Resolution 23-20 and Disposing of Non-Performing Assets

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board:

- (1) Declare certain fixed assets as non-performing, and
- (2) Approve Resolution No. 23-20 (Attachment 1) Authorizing the disposal of fixed asset property items according to the Policies, Practices, and Procedures Chapter 7- Financial Management, Section 7.3: Asset Management; and Federal Transit Administration Circular 5010.1E requirements.

EXECUTIVE SUMMARY

Staff recommends the disposal of assets that are no longer in service, have outlived their useful lives, and have no economic value. The equipment listed on Table 1 in Resolution 23-20 were acquired in 2001 and 2002.

FISCAL IMPACT

Is there a fiscal impact? No. All the assets have been fully depreciated and have no economic value.



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Antonio Onorato, Director of Administration, Finance and Policy
(707) 259-8779 / Email: anorato@nvta.ca.gov
SUBJECT: Resolution 23-20 Disposing of Non-Performing Assets

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board:

- (1) Declare certain fixed assets as non-performing, and
- (2) Approve Resolution No. 23-20 (Attachment 1) authorizing the disposal of fixed asset property items according to the Policies, Practices, and Procedures Chapter 7- Financial Management, Section 7.3: Asset Management; and Federal Transit Administration Circular 5010.1E requirements.

COMMITTEE RECOMMENDATION

None

BACKGROUND AND DISCUSSION

The capital assets listed in Table 1 are non-performing and should be removed from NVTA's fixed asset portfolio. Table 1 provides a justification for the disposal and Table 2 provides the depreciated value of the assets at the time of disposal.

Table 1: Asset and Reason for Disposal

Asset	Disposition Status
Ross White Bus Washer	Equipment is obsolete, no longer functions properly, has no economic value
Robinair Multi-GAS-AC station	Equipment is obsolete, no longer functions properly, has no economic value
Coats Truck Wheel Balancer	Equipment is obsolete, no longer functions properly, has no economic value
Sefac Transmission Jack #DFM6115	Equipment is obsolete, no longer functions properly, has no economic value
Coats HIT600 Tire Changer	Equipment is obsolete, no longer functions properly, has no economic value
Radios and Computer Stations	Equipment is obsolete, no longer functions properly, has no economic value

Table 2: Assets Depreciation Value

Asset	Year	Original Purchase Price	Depreciation	Depreciated Value	Realized Loss
Ross White Bus Washer	2001	\$0	\$0	\$0	\$0
Robinair Multi-GAS-AC station	2001	\$0	\$0	\$0	\$0
Coats Truck Wheel Balancer	2001	\$0	\$0	\$0	\$0
Sefac Transmission Jack #DFM6115	2001	\$0	\$0	\$0	\$0
Coats HIT600 Tire Changer	2001	\$0	\$0	\$0	\$0
Radios and Computers	2002	\$11,444	\$11,444	\$0	\$0
TOTAL		\$11,444	\$11,444	\$0	\$0

Staff is recommending that the assets listed be disposed of in accordance with Agency financial policies which have been listed below. Staff deems that item (d), is the most appropriate form of disposal as the assets have no economic value.

- a. Sell personal property that is no longer needed for Agency use for fair market value.
- b. Trade surplus personal property with another government or public agency if the property received in return is needed for Agency use.
- c. Donate, sell at less than fair market value, or otherwise transfer personal property to another government or public agency if the Agency no longer needs the property for its own use.
- d. Dispose of personal property that is no longer needed for Agency use and that has negligible or no economic value in a manner deemed appropriate by the Agency.

ALTERNATIVES

NVTA may choose to retain the non-performing asset. However, continuing to keep the equipment serves no purpose or function and is costly to maintain.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 3: Use taxpayer dollars efficiently.

Disposing of non-performing assets frees up agency resources to purchase other equipment.

ATTACHMENTS

(1) Resolution 23-20

RESOLUTION No. 23-20

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTa)
AUTHORIZING THE DISPOSAL OF FIXED ASSETS**

WHEREAS, the Napa Valley Transportation Authority (NVTa serves as the congestion management agency and designated public transit provider within Napa County; and

WHEREAS, staff has identified the fixed assets listed in Table 1 below as impaired assets:

Table 1: Asset Disposal List

Asset	Disposal Status
Ross White Bus Washer	Equipment is obsolete, no longer functions properly, has no economic value
Robinair Multi-GAS-AC station	Equipment is obsolete, no longer functions properly, has no economic value
Coats Truck Wheel Balancer	Equipment is obsolete, no longer functions properly, has no economic value
Sefac Transmission Jack #DFM6115	Equipment is obsolete, no longer functions properly, has no economic value
Coats HIT600 Tire Changer	Equipment is obsolete, no longer functions properly, has no economic value
Radios and Computer Stations	Equipment is obsolete, no longer functions properly, has no economic value

WHEREAS, to the agency declares the assets as non-performing; and

WHEREAS, disposal of grant-funded property must comply with NVTa Financial Management Policies, and applicable grant requirements.

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NOW, THERFORE, BE IT RESOLVED that the Napa Valley Transportation Authority declares that the designated non-performing asset may be properly disposed according to NVTA policy, as staff deems appropriate.

Passed and Adopted the 19th day of July, 2023.

Liz Alessio, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

Laura Sanderlin, NVTA Board Secretary

APPROVED:

Osman Mufti, NVTA Legal Counsel



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Transportation Development Act Article 3 (TDA-3) Countywide Claim for Fiscal Year (FY) 2023-24

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVRTA) Board approve Resolution No. 23-22 requesting the FY 2023-24 TDA-3 allocation for Pedestrian/Bicycle project funds in the amount of \$150,000 from the Metropolitan Transportation Commission (MTC) as part of the annual Countywide Claim.

EXECUTIVE SUMMARY

The NVRTA Board adopted the TDA-3 three-year program of projects for FY 2021-22 through FY 2023-24 at its July 21, 2021 meeting. The Countywide Claim is for the 2023-24 Calistoga Logvy Park Sidewalk project below. The American Canyon, Yountville and Calistoga projects highlighted below were programmed in the previous TDA-3 program.

Table 1. TDA-3 Program of Projects FY 2021-22 through 2023-24

Jurisdiction	Project	Year	Amount
Yountville	Washington Street ADA Sidewalk	2021-22	\$160,000
American Canyon	Eucalyptus Drive Sidewalk	2021-22	98,454
Calistoga	Brannon St. Crosswalk	2022-23	150,000
Calistoga	Logvy Park Sidewalk Extension	2023-24	150,000
	Total New Funding		\$150,000

FISCAL IMPACT

None - the funds will be passed through to project sponsors and will not be retained by NVRTA.



NAPA VALLEY TRANSPORTATION AUTHORITY Board Agenda Memo

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Diana Meehan, Principal Planner
(707) 259-8327 / Email: dmeehan@nvta.ca.gov
SUBJECT: Transportation Development Act Article 3 (TDA-3) Countywide Claim
for Fiscal Year (FY) 2023-24

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board approve Resolution No. 23-22 (Attachment 1) requesting the FY 2023-24 TDA-3 allocation for Pedestrian/Bicycle project funds in the amount of \$150,000 from the Metropolitan Transportation Commission (MTC) as part of the annual Countywide Claim.

COMMITTEE RECOMMENDATION

At its March 2, 2023, meeting the Technical Advisory Committee (TAC) recommended that the NVTA Board of Directors approve the TDA 3 FY 2023-24 Countywide Claim.

BACKGROUND

The TDA-3 program is a grant program funded by approximately 2% of the ¼ cent Statewide Sales Tax. This generates approximately \$160,000 per year in revenues for Napa County jurisdictions. The purpose of the TDA-3 program is to provide grants for local bicycle and pedestrian projects.

The TDA-3 call for projects was opened by the NVTA Board at the March 17, 2021 meeting and closed on April 23, 2021. Four (4) project applications were received from three jurisdictions, two applications from the City of Calistoga, one application from the City of American Canyon, and one application from the Town of Yountville. In the previous three-year cycle call for projects, the Town of Yountville pulled their application to allow funds to be programmed to other projects with the agreement that the Town would receive full funding in this program cycle. The Town of Yountville project is fully funded, and the remaining projects will be partially funded in the next two fiscal years.

TDA-3 funds can be used on plans but locally the NVTB Board policy prioritizes these funds for capital projects.

An annual review of the program must take place each year to ensure selected projects are in compliance with program guidelines and to update actual funding amounts. Local resolutions of support are required for each project submitted with the annual Countywide Claim.

Staff is recommending submission of the FY 2023-24 Countywide Claim of \$150,000 to fund the Calistoga Logvy Park Sidewalk Extension Project. The February 2023 revenue estimate (Attachment 2) is \$237,469. Remaining program funds will be rolled over into the next three-year call for projects for FY 2024-25 through FY 2026-27.

ALTERNATIVES

The Board may choose not to approve the recommended countywide claim for TDA-3 funding. The project would be delayed, and revenues would be carried over until a new call for projects is opened.

STRATEGIC GOALS MET BY THIS PROPOSAL

Goal 1 – Serve the transportation needs of the entire community regardless of age, income, or ability.

Funding through TDA-3 is reserved for bicycle and pedestrian projects and/or planning. This program funds a wide variety of projects for countywide active transportation.

Goal 5 – Minimize the energy and other resources required to move people and goods.

Bicycle and pedestrian projects encourage using alternative modes, reduce reliance on automobiles, and therefore significantly reduce the adverse effects of automobile use, including reducing harmful auto emission and traffic.

ATTACHMENTS

- (1) Resolution No. 23-22
- (2) TDA-3 Program Fund Estimate February 2023

RESOLUTION No. 23-22

**A RESOLUTION OF THE
NAPA VALLEY TRANSPORTATION AUTHORITY (NVTa)
AUTHORIZING THE SUBMITTAL OF
COUNTYWIDE COORDINATED CLAIM TO THE
METROPOLITAN TRANSPORTATION COMMISSION (MTC)
FOR THE ALLOCATION OF FISCAL YEAR (FY) 2023-24
TRANSPORTATION DEVELOPMENT ACT ARTICLE 3 (TDA-3)
PEDESTRIAN/BICYCLE PROJECT FUNDS TO CLAIMANTS IN NAPA COUNTY**

WHEREAS, Article 3 of the Transportation Development Act (TDA), Public Utilities Code (PUC) Section 99200 et seq., authorizes the submission of claims to a regional transportation planning agency for the funding of projects exclusively for the benefit and/or use of pedestrians and bicyclists; and

WHEREAS, the Metropolitan Transportation Commission (MTC), as the regional transportation planning agency for the San Francisco Bay region, has adopted MTC Resolution No. 4108, which delineates procedures and criteria for submission of requests for the allocation of TDA Article 3 funds; and

WHEREAS, MTC Resolution No. 4108 requires that requests from eligible claimants for the allocation of TDA Article 3 funds be submitted as part of a single, countywide coordinated claim, composed of certain required documents; and

WHEREAS, the **Napa Valley Transportation Authority** has undertaken a process in compliance with MTC Resolution No. 4108 for consideration of project proposals submitted by eligible claimants of TDA Article 3 funds in **Napa County**, and a prioritized list of projects, included as Attachment A of this resolution, was developed as a result of this process; and

WHEREAS, each claimant in **Napa County** whose project or projects have been prioritized for inclusion in the fiscal year **2023-24** TDA Article 3 countywide coordinated claim, has forwarded to the **Napa Valley Transportation Authority** a certified copy of its governing body resolution for submittal to MTC requesting an allocation of TDA Article 3 funds;

NOW THEREFORE BE IT RESOLVED, that the **Napa Valley Transportation Authority** approves the prioritized list of projects included as Attachment A to this resolution;

BE IT FURTHER RESOLVED that the **Napa Valley Transportation Authority** approves the submittal to MTC, of the **Napa County** fiscal year **2023-24** TDA Article 3 countywide, coordinated claim, composed of the following required documents:

- A. transmittal letter
- B. a certified copy of this resolution, including Attachment A;
- C. one copy of the governing body resolution and required attachments, for each claimant whose project or projects are the subject of the coordinated claim;
- D. a description of the process for public and staff review of all proposed projects submitted by eligible claimants for prioritization and inclusion in the countywide, coordinated claim;

Passed and Adopted the 19th day of July 2023.

Liz Alessio, NVTA Chair

Ayes:

Nays:

Absent:

ATTEST:

Laura Sanderlin, NVTA Board Secretary

APPROVED:

Osman Mufti, NVTA Legal Counsel

ATTACHMENT A

Re: Submittal of Countywide Coordinated Claim to the Metropolitan Transportation Commission for the Allocation of **Fiscal Year (FY) 2022-23** TDA Article 3 Pedestrian/Bicycle Project Funds to Claimants in **Napa County**

Prioritized List of Projects (FY 2022-23)

	Short Title Description of Project	TDA Article 3 Amount	Total Project Cost
1.	City of Calistoga-Brannon St. Crossing Improvements	\$ 150,000	\$ 395,000
	TOTALS	\$ 150,000	\$395,000

**FY 2023-24 FUND ESTIMATE
TRANSPORTATION DEVELOPMENT ACT FUNDS
NAPA COUNTY**

Attachment A
Res No. 4556
Page 5 of 20
2/22/2023

FY2022-23 TDA Revenue Estimate					FY2023-24 TDA Revenue Estimate					
FY2022-23 Generation Estimate Adjustment					FY2022-23 County Auditor's Generation Estimate					
1. Original County Auditor Estimate (Feb, 22)	10,405,658				13. County Auditor Estimate				12,368,198	
2. Revised Revenue (Feb, 23)	11,892,498				FY2023-24 Planning and Administration Charges					
3. Revenue Adjustment (Lines 2-1)			1,486,840		14. MTC Administration (0.5% of Line 13)		61,841			
FY2022-23 Planning and Administration Charges Adjustment					15. County Administration (0.5% of Line 13)		61,841			
4. MTC Administration (0.5% of Line 3)	7,434				16. MTC Planning (3.0% of Line 13)		371,046			
5. County Administration (Up to 0.5% of Line 3) ⁴	7,434				17. Total Charges (Lines 14+15+16)				494,728	
6. MTC Planning (3.0% of Line 3)	44,605				18. TDA Generations Less Charges (Lines 13-17)				11,873,470	
7. Total Charges (Lines 4+5+6)			59,473		FY2023-24 TDA Apportionment By Article					
8. Adjusted Generations Less Charges (Lines 3-7)			1,427,367		19. Article 3.0 (2.0% of Line 18)		237,469			
FY2022-23 TDA Adjustment By Article					20. Funds Remaining (Lines 18-19)				11,636,001	
9. Article 3 Adjustment (2.0% of line 8)	28,547				21. Article 4.5 (5.0% of Line 20)		581,800			
10. Funds Remaining (Lines 8-9)			1,398,820		22. TDA Article 4 (Lines 20-21)				11,054,201	
11. Article 4.5 Adjustment (5.0% of Line 10)	69,941									
12. Article 4 Adjustment (Lines 10-11)			1,328,879							
TDA APPORTIONMENT BY JURISDICTION										
Column	A	B	C=Sum(A:B)	D	E	F	G	H=Sum(C:G)	I	J=Sum(H:I)
	6/30/2022	FY2021-22	6/30/2022	FY2021-23	FY2022-23	FY2022-23	FY2022-23	6/30/2023	FY2023-24	FY2023-24
Apportionment Jurisdictions	Balance (w/o interest)	Interest	Balance (w/ interest) ¹	Outstanding Commitments ²	Transfers/ Refunds	Original Estimate	Revenue Adjustment	Projected Carryover	Revenue Estimate	Available for Allocation
Article 3	355,579	2,581	358,160	(308,454)	0	199,789	28,547	278,042	237,469	515,511
Article 4.5	293,827	1,481	295,307	(589,800)	0	489,482	69,941	264,930	581,800	846,730
SUBTOTAL	649,406	4,062	653,468	(898,254)	0	689,271	98,488	542,972	819,269	1,362,241
Article 4/8										
NVTA ³	7,798,438	69,422	7,867,859	(15,192,341)	0	9,300,161	1,328,879	3,304,558	11,054,201	14,358,759
SUBTOTAL	7,798,438	69,422	7,867,859	(15,192,341)	0	9,300,161	1,328,879	3,304,558	11,054,201	14,358,759
GRAND TOTAL	\$8,447,843	\$73,483	\$8,521,327	(\$16,090,595)	\$0	\$9,989,432	\$1,427,367	\$3,847,530	\$11,873,470	\$15,721,000

1. Balance as of 6/30/21 is from the MTC FY2020-21 Audit, and it contains both funds available for allocation and funds that have been allocated but not disbursed.

2. The outstanding commitments figure includes all unpaid allocations as of 6/30/21, and FY2021-22 allocations as of 1/31/22.

3. NVTA is authorized to claim 100% of the apportionment to Napa County.



NAPA VALLEY TRANSPORTATION AUTHORITY COVER MEMO

SUBJECT

Federal and State Legislative Update

STAFF RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receive the Federal Legislative and State Legislative update prepared by Platinum Advisors.

EXECUTIVE SUMMARY

The attached memo from Platinum Advisors summarizes recent federal and state legislative activities respectively. The bill matrix includes bills of interest to NVTA.

FISCAL IMPACT

None



NAPA VALLEY TRANSPORTATION AUTHORITY

Board Agenda Memo

TO: Board of Directors
FROM: Kate Miller, Executive Director
REPORT BY: Kate Miller, Executive Director
(707) 259-8634 / Email: kmiller@nvta.ca.gov
SUBJECT: Federal and State Legislative Update

RECOMMENDATION

That the Napa Valley Transportation Authority (NVTA) Board receive the Federal Legislative update (Attachment 1), State Legislative Update (Attachment 2) and State Bill Matrix Update (Attachment 3) prepared by Platinum Advisors.

BACKGROUND

Federal Update:

The House and Senate Appropriations committees have begun working on the first set of FY 2024 spending bills. Speaker of the House Kevin McCarthy (R-CA) permitted House appropriators to set spending levels at amounts lower than the caps agreed to in the bipartisan debt limit framework passed in early June, which will likely result in significant proposed funding gaps between the House and Senate appropriations bills.

State Update

Assembly Leadership

Robert Rivas was sworn in on June 30th as the 71st Speaker of the Assembly. The new Speaker named Assemblywoman Cecilia Aguiar-Curry as Speaker Pro Tempore, and Assemblyman Isaac Bryan (District 55/Culver City) as Majority Floor Leader. New committee chairs are expected to be named over the Summer Recess, which begins on July 14th.

Budget

Governor Newsom signed SB 101, and he is expected to sign the remaining budget trailer bills when key bills pertaining to clean energy, environmental preservation, and work force

issues arrive on his desk. The budget is a \$310 billion spending plan and to gap the \$32 billion shortfall, the budget includes a number of funding swaps, spending delays and reductions. It does not dip into the State's rainy-day fund.

To address the statewide transit funding crisis, the budget restores \$2 billion in general fund spending on transit projects through the Transit and Intercity Rail Capital Program (TIRCP) and reallocates \$410 million in funds to create the Zero Emission Transit Capital Program. The funds will be distributed on existing formulas and can be used for either capital or operations. This funding falls short of the anticipated \$6 billion expected 5-year transit need.

The funding comes with a number of accountability measures. AB 125 directs CalSTA to develop and administer the program and imposes certain criteria on Regional Transportation Planning Agencies or RTPA (the Metropolitan Transportation Commission (MTC) serves in that capacity for the 9 Bay Area counties) to establish eligibility, including a long-term financial plan and operator data.

AB 125 requires the creation of the Transit Transformation Task Force which will consist of members representing various sized, location, and mode of transit systems, metropolitan planning organizations and RTPAs, labor, academic organizations, legislators, and stakeholders. The Task Force must compile a report by October 1, 2025 that addresses a breakdown of funding available for both operations and capital, how the funds are being used, operational and capital costs to maintain and grow transit systems, costs associated with federal, state, and local mandates, workforce recruitment and retention, performance metrics, state and local policies that create operational hindrances, and operational changes related to the pandemic. The Task Force will also provide a recommendation on how to improve performance and evaluate factors that hinder labor force recruitment and retention and recommend a transit oversight governance structure by state or other agencies, and list opportunities associated with transit oriented development.

AB 125 also extends the suspension of the Transportation Development Act farebox recovery ratio and State Transit Assistance efficiency mandate until the end of FY 2025-26.

AB 125 also re-enacts the 10% cap on Caltrans charges for indirect costs for Self-Help Counties, with no sunset date. NVTa does not currently benefit from this cap as its local sales tax revenues are not used on highway projects.

Bay Area Transit Funding

Senator Scott Weiner gutted and amended SB 532 to propose a \$1.50 increase to bridge tolls for five years. The funds would be dedicated to maintaining transit service in the Bay Area. SB 532 is not universally supported by the Bay Area delegation. A hearing is set

for July 5th in the Assembly Committee on Transportation and then to the Assembly Appropriations committee where it is likely to be put on suspense.

ATTACHMENTS

- (1) June 28, 2023 Federal Update (Platinum Advisors)
- (2) July 5, 2023 State Update (Platinum Advisors)
- (3) July 5, 2023 Bill Matrix

ATTACHMENT 1
NVTA Agenda Item 12.2
July 19, 2023

TO: Kate Miller, Executive Director
Napa Valley Transportation Authority (NVTA)

Commented [AK1]:

FROM: Jessica Aune, Platinum Advisors

DATE: June 28, 2023

RE: June Monthly Report

State of Play and Congressional Update

Both the House and Senate Appropriations committees have begun working on the first set of FY 2024 spending bills. However, there is already a wide discrepancy in the spending levels set forth by each chamber after Speaker of the House Kevin McCarthy (R-CA) permitted House appropriators to set spending levels at amounts lower than the caps agreed to in the bipartisan debt limit framework passed in early June. It's expected that the House appropriations bills will be billions apart from those passed in the Senate and require extensive negotiations to reach a compromise level.

So far, the full House Appropriations Committee has passed the following bills:

- Military Construction, Veterans Affairs, and Related Agencies
- Agriculture, Rural Development, Food and Drug Administration
- Defense
- Energy and Water Development and Related Agencies

The Senate Appropriations Committee has also passed its version of the Military Construction, Veterans Affairs, and Related Agencies spending bill and the Agriculture, Rural Development, Food and Drug Administration spending bill.

With the passage of the Agriculture, Rural Development, Food and Drug Administration spending bill out of both the House and Senate Appropriations committees, top lawmakers on the Congressional Agriculture committees have a more complete image of how their colleagues will react to proposals for the 2023 Farm Bill. The farm bill reauthorization process historically requires bipartisan compromises similar to those that angered conservative Republicans during the debt limit negotiations, increasing the possibility that negotiations could be delayed. While committee staff have already begun to draft bill text, some observers are preparing for Congress to pass short-term spending measures for programs set to expire at the end of the fiscal year. In preparation for the bill, the House Agriculture Committee held a hearing this month to receive stakeholder

perspectives on the USDA's rural development programs, which includes the ReConnect Program. This program is intended to expand high-speed internet infrastructure in rural communities.

Lawmakers also worked diligently on the National Defense Authorization Act, which passed both the House and Senate Armed Services committees this month. Both versions of the must-pass annual legislation closely match the Biden Administration's FY24 funding request of \$842 billion in discretionary defense funding. The legislation will now be put on the House and Senate floors for amendments, which will likely include proposed changes to the White House's proposals for military personnel policies and a contentious Pentagon policy on reproductive healthcare access.

In early June, nineteen House Democrats from the Congressional California delegation sent a letter to California Governor Gavin Newsom, Senate President Pro Tempore Toni Atkins, and Speaker of the Assembly Anthony Rendon to express their support for "near-term public transportation operations funding" in California's 2023 state budget. The letter was motivated in-part by expectations that the House Appropriation Committee's version of the Transportation-Housing and Urban Development (HUD) spending bill will significantly restrict the available funding for public transit systems, which continue to recover from COVID-era ridership losses. Signatories of the letter warned that state transit agencies may further cut rider services without direct state aid.

This month, the House Transportation and Infrastructure Committee passed H.R.3935, the *Securing Growth and Robust Leadership in American Aviation Act*, which reauthorizes the Federal Aviation Administration (FAA) and additional aviation safety and infrastructure programs for five years. The legislation aims to streamline the FAA's internal processes, advance new aviation technologies, and improve passenger experience. Notably, the bill includes a new 'General Aviation' (GA) title, which would expand GA pilot privileges at airports. Funding for the FAA is set to expire at the end of the fiscal year, and the full House of Representatives is expected to hold a floor vote on the measure in the third week of July, according to Committee Chair Sam Graves (R-MO).

In the Senate Commerce, Science and Transportation Committee, a scheduled markup of the Senate version of the reauthorization bill was delayed after members were unable to agree on an amendment that would allow for pilots to count more hours in a flight simulator towards training requirements. That provision was included in the House's version. The Senate bill focuses on funding key FAA safety programs, expanding training programs for airport traffic controllers, and would require airlines to improve customer services.

Amidst Republican criticism of her environmental background, Ann Carlson, Chief Counsel for the National Highway Traffic Safety Administration (NHTSA), withdrew her nomination to serve as the permanent NHTSA Administrator. Of particular concern for Republican members of the Senate Commerce Committee was whether Carlson would pursue "radical vehicle fuel economy standards that run contrary to the law." The

withdrawal follows similar decisions made by the White House's nominees for the FAA and the Federal Communications Commission (FCC) after opposition from Republican lawmakers and coalitions of business groups.

Pending Legislation of Interest

[H.R.125](#) — To prohibit the imposition of mask mandates on public transportation.

Sponsor: Biggs, Andy [Rep.-R-AZ-5]

Introduced: 1/9/2023

[H.R.327](#) — To reduce the tax credit for new qualified plug-in electric drive motor vehicles by State subsidies for these vehicles.

Sponsor: Estes, Ron [Rep.-R-KS-4]

Introduced: 1/12/2023

[H.R.490](#) — To establish the Federal Infrastructure Bank to facilitate investment in, and the long-term financing of, economically viable U.S. infrastructure projects that provide a public benefit.

Sponsor: Webster, Daniel [Rep.-R-FL-11]

Introduced: 1/24/2023

[S.63](#) — A bill to adjust the effective date for application of certain amendments made with respect to the credit for new clean vehicles.

Sponsor: Manchin, Joe, III [Sen.-D-WV]

Introduced: 1/25/2023

[H.R.495](#) — To amend the National Environmental Policy Act of 1969 to authorize assignment to States of Federal agency environmental review responsibilities.

Sponsor: Calvert, Ken [Rep.-R-CA-41]

Introduced: 1/25/2023

[H.R.852](#) — To direct the Attorney General to establish a grant program for civilian traffic violation enforcement.

Sponsor: Rep. Torres, Ritchie [D-NY-15]

Introduced: 2/06/2023

[H.R.873](#) — To authorize the Administrator of the Environmental Protection Agency to award grants and contracts for projects that use emerging technologies to address threats to water quality, and for other purposes.

Sponsor: Rep. Donalds, Byron [R-FL-19]

Introduced: 2/08/2023

[S.352](#) — Highway Formula Modernization Act of 2023

Sponsor: Kelly, Mark [Sen.-D-AZ]

Introduced: 2/09/2023

[H.R.1665](#) — To direct the Secretary of Transportation to establish a program to provide grants to local governments to install publicly accessible safety charging stations for electric bicycles and scooters, and for other purposes.

Sponsor: Velazquez, Nydia M. [Rep.-D-NY-7]

Introduced: 03/17/2023

[S.876](#) — A bill to establish a 90-day limit to file a petition for judicial review of a permit, license, or approval for a highway or public transportation project, and for other purposes.

Sponsor: Cruz, Ted [Sen.-R-TX]

Introduced: 03/21/2023

[H.R.1668](#) — To amend title 23, United States Code, with respect to the highway safety improvement program, and for other purposes.

Sponsor: Blumenauer, Earl [Rep.-D-OR-3]

Introduced: 03/21/2023

[H.R.2664](#) —Transportation Innovation Coordination Act

Sponsor: DelBene, Suzan K. [Rep.-D-WA-1]

Introduced: 04/18/2023

[H.R.3082](#) - MOBILE Act

Sponsor: Cohen, Steve [D-TN-9]

Introduced: 05/05/2023

[S.1535](#) — A bill to require the Administrator of the Federal Aviation Administration to promulgate regulations to allow the transport of firefighters on board a covered aircraft operated on a mission to suppress a wildfire, and for other purposes.

Sponsor: Kelly, Mark [Sen.-D-AZ]

Introduced: 05/10/2023

[H.R.3411](#) - To increase access to higher education by providing public transit grants.

Sponsor: Fitzpatrick, Brian K. [R-PA-1]

Introduced: 05/17/2023

[H.R.3468](#) — To direct the Secretary of Energy to establish a grant program to facilitate electric vehicle sharing services operated at public housing projects, and for other purposes.

Sponsor: Barragan, Nanette Diaz [D-CA-44]

Introduced: 05/18/2023

[H.R.3785](#) — **To amend title 23, United States Code, to require that public employees perform construction inspection work for federally funded highway projects, and for other purposes.**

Sponsor: Rep. Garamendi, John [D-CA-8]

Introduced: 06/01/2023

[H.R.3845](#) — **To amend title 23, United States Code, to increase accessible transportation for individuals with disabilities.**

Sponsor: Titus, Dina [Rep.-D-NV-1]

Introduced: 06/06/2023

[H.R.3896](#) — **To establish an airport infrastructure resilience pilot program.**

Sponsor: Cohen, Steve [Rep.-D-TN-9]

Introduced: 06/07/2023

[S.1929](#) — **A bill to direct the Administrator of the Federal Aviation Administration to provide progress reports on the development and implementation of the national transition plan related to a fluorine-free firefighting foam, and for other purposes.**

Sponsor: Peters, Gary C. [Sen.-D-MI]

Introduced: 06/12/2023

[S.1946](#) — **A bill to amend title 49, United States Code, to allow the owner or operator of a small hub airport that is reclassified as a medium hub airport to elect to be treated as a small hub airport, and for other purposes.**

Sponsor: Sen. Blackburn, Marsha [R-TN]

Introduced: 06/13/2023

[S.2075](#) — **A bill to amend the Infrastructure Investment and Jobs Act to modify the Safe Streets and Roads for All program.**

Sponsor: Fetterman, John [Sen.-D-PA]

Introduced: 06/21/2023

[S.Res.274](#) — **A resolution expressing the sense of the Senate to reduce traffic fatalities to zero by 2050.**

Sponsor: Blumenthal, Richard [Sen.-D-CT]

Introduced: 06/22/2023

Executive Branch

White House

On June 26, the White House held an event highlighting the Administration's commitment to increasing Americans' access to high-speed internet. President Biden highlighted a \$65 billion investment in the *American Rescue Plan* that was intended to discount monthly

internet bills for millions of American families and establish extensive new fiber-optic lines. In addition to these steps, President Biden announced a further investment of \$40 billion to connect every American to high-speed internet by 2030. The funds will be dispersed to states to enhance internet infrastructure and expand access in underprivileged areas.

Department of Transportation (DOT)

The DOT's Pipeline and Hazardous Materials Safety Administration (PHMSA) [announced](#) a Notice of Proposed Rulemaking that would require railroads to always maintain and update electronic information about rail hazmat shipments that would be readily accessible for emergency personnel. Railroads would also be required to proactively “push” that information to authorized local first response personnel as soon as a railroad is aware of an accident involving any hazardous materials.

The DOT's Build America Bureau released a [Notice of Funding Opportunity](#) for a new pilot program created by the Bipartisan Infrastructure Law. The Rural and Tribal Assistance Pilot Program offers technical assistance grants to rural and tribal communities. The Program makes \$10 million available over five years to advance infrastructure projects in these communities.

Federal Transit Administration (FTA)

The FTA [announced](#) 130 awards totaling nearly \$1.7 billion from the Bipartisan Infrastructure Law for transit projects in 46 states and territories. The funding invests in more than 1,700 American-built buses. Nearly half of the buses will be zero-emission models, bringing the total number of zero-emission transit buses funded by the Bipartisan Infrastructure Law over two years to more than 1,800. Out of the \$1.7 billion, California was awarded over \$184 million in grants to support California transit agencies' transition to zero- and low-emission buses through the FTA's Low or No Emission Grant Program and the FY 2023 Grants for Buses and Bus Facilities Program.

The FTA [announced](#) \$11.6 million in federal grants for six transit bus automation research projects that would improve safety, efficiency, and accessibility on the road and in bus maintenance yards. Examples of projects include strategies for avoiding collisions with pedestrians, improved emergency braking, and precision movement for bus fueling, charging, and maintenance. The new funding is intended to advance the *Strategic Transit Automation Research (STAR) Plan*, the FTA's research agenda on transit bus automation technologies.

The FTA [announced](#) a \$149.9 million construction grant award to Pittsburgh Regional Transit for the new Downtown-Uptown-Oakland bus rapid transit (BRT) line. The grant was funded by the President's Bipartisan Infrastructure Law, which made new investments in the FTA's Capital Investment Grants (CIG) program. The CIG program helps communities carry out transformational transit projects.

Federal Aviation Administration (FAA)

The FAA [launched](#) its “Stand Up for Safety” campaign, which will provide mandatory special emphasis training for the U.S. air traffic controller workforce. The campaign, which begins with a series of in-person meetings next month, will be held in collaboration with the National Air Traffic Controllers Association. The campaign kickoff will also include Voluntary Safety Reporting Program training to identify potential safety hazards and ensure corrective actions are taken.

The FAA [unveiled](#) a proposed rule that would establish training requirements and operational rules for power-lift aircraft. The rule is designed to provide certainty to pilots and the industry on what the requirements and expectations will be to operate these aircraft once the rulemaking process is finalized.

Federal Emergency Management Agency (FEMA)

FEMA [announced](#) that the theme for its Ready Campaign’s 2023 National Preparedness Month – which is in September – will focus on preparing older adults for disaster, specifically older adults from communities that are disproportionately impacted by the all-hazard events. The early announcement is designed to better equip emergency managers, partners, and FEMA customers to proactively plan ahead of fire and hurricane season.

Environmental Protection Agency (EPA)

The EPA [issued](#) a final rule under the Renewable Fuel Standard (RFS) program that establishes the biofuel volume requirements for 2023 to 2025. This final rule increases U.S. energy security by reducing U.S. oil imports by roughly 130,000 to 140,000 barrels of oil per day over the time frame of the final rule. The rule builds upon the Biden Administration’s National Blueprint for Transportation Decarbonization – an interagency memorandum of understanding with a goal to remove emissions from the transportation sector by 2050.

The EPA [announced](#) over \$8.8 million in rebates for 28 zero-emission buses and charging infrastructure to provide school transportation services for the Connecticut Technical Education and Career System (CTECS). The awards were provided through the Bipartisan Infrastructure Law’s Clean School Bus Program, which is intended to improve air quality in and around schools and communities through the integration of electric vehicle fleets.

National Highway Traffic Safety Administration (NHTSA)

The NHTSA and Federal Motor Carrier Safety Administration (FMCSA) announced a [Notice of Proposed Rulemaking](#) that would require heavy vehicles to have automatic emergency braking (AEB) systems that will mitigate the frequency and severity of rear-

end crashes. The proposed rule, which fulfills a mandate under the Bipartisan Infrastructure Law, defines “heavy vehicles” as those having a gross vehicle weight greater than 10,000 pounds, such as heavy-duty trucks and buses.

The NHTSA [released](#) its first projections for traffic fatalities in 2023, estimating that there was a decrease of 3.3% in the number of individuals killed in traffic crashes from the first quarter of 2022. The first quarter of 2023 represents the fourth straight quarterly decline in fatalities after seven consecutive quarters of year-to-year increases in fatalities, beginning with the third quarter of 2020. The projected decrease occurred alongside a 2.6% increase in vehicle miles traveled.

Federal Motor Carrier Safety Administration (FMCSA)

The FMCSA [announced](#) more than \$471 million in Motor Carrier Safety Assistance Program (MCSAP) grants to help fund initiatives aimed at preventing crashes, fatalities, and injuries involving commercial motor vehicles (CMV). The goal of the MCSAP is to reduce CMV-involved crashes, fatalities, and injuries through consistent, uniform, and effective CMV safety programs that support innovative commercial driver training, safety inspections, and enhanced compliance and enforcement initiatives.

PLATINUM | ADVISORS

July 5, 2023

TO: Kate Miller, Executive Director
Napa Valley Transportation Authority

FR: Steve Wallauch
Platinum Advisors

RE: Legislative Update

New Speaker: On Friday, June 30th, Assemblyman Robert Rivas was sworn in as the 71st Speaker of the Assembly. Today, Speaker Rivas announced leadership changes by naming Assemblywoman Cecilia Aguiar-Curry as Speaker Pro Tempore, and naming Assemblyman Isaac Bryan as Majority Floor Leader. With a new Speaker, numerous changes to committee chairs are expected. Expect many new committee chairs to be named over the Summer Recess, which begins on July 14th.

Budget: With the clock ticking for the Governor to sign or veto SB 101 -- the main budget bill that was approved on June 15th -- an agreement was reached between the Governor and Legislature on numerous spending changes and 20 budget trailer bills. On June 27th the legislature sent the Governor a budget bill junior that amends appropriations in SB 101, and 20 budget trailer bills that make the statutory changes needed to implement the agreement. With those bills in hand, Governor Newsom signed SB 101, and we await action on the remainder of the budget trailer bills.

The \$310 billion spending plan does not dip into state reserves, which now stands at \$38 billion. The \$32 billion deficit was bridged through fund swaps, \$8 billion in spending delays and \$8 billion in spending reductions. The budget does restore \$2 billion in general fund spending on transit projects through the Transit and Intercity Rail Capital Program (TIRCP), and reallocates \$410 million in funds to create the Zero Emission Transit Capital Program. Both funding programs will be distributed via a statewide formula and can be used for either capital or operations.

The key sticking point for negotiations centered around the Governor's "infrastructure package." Governor Newsom threatened to veto the budget if an agreement was not reached. The infrastructure package consisted of numerous statutory changes aimed at accelerating the development of clean energy projects. However, the original proposal also included provisions to allow the Delta tunnels project to proceed, which was a lightning rod of controversy and was ultimately dropped. The final agreement included the following measures that will be moved to the Governor this week. While the Governor has signed the budget bill juniors (AB 103 and SB 133), the remaining trailer bills will likely be signed when the following bills are sent to his desk.

- **SB 145 (Newman)** Environmental mitigation: Department of Transportation
- **SB 146 (Gonzalez & Friedman)** Public resources: infrastructure: contracting.
- **SB 147 (Ashby)** Fully protected species: California Endangered Species Act: authorized take
- **SB 149 (Caballero & Becker)** California Environmental Quality Act: administrative and judicial procedures: record of proceedings: judicial streamlining
- **SB 150 (Durazo, et al)** Construction: workforce development: public contracts.

Transit Relief Package

- SB 101 restores the \$2 billion in TIRCP funds the Governor proposed to cut in January and allows flexibility to use those funds for operations. SB 101 specifies that a minimum of \$300,000 in TIRCP funds would be allocated to each region, and the balance would be allocated to each region based on population. These funds can be used for either capital or operating costs. If a region uses this TIRCP allocation for operations, AB 125 does require specified reporting requirements to be developed as outlined below.
- SB 101 included various appropriations totaling \$811 million in the 2023-24 fiscal year for the Zero Emission Transit Capital Program (ZETBP). This is part of a \$1.1 billion commitment made by the Legislature. The budget bill junior, AB 102, reduces this funding commitment in the budget year by half, from \$811 million to \$410 million.

AB 102 makes the following changes to the appropriations in SB 101:

- General fund allocation of \$200 million eliminated in AB 102
- Public Transportation Account allocation reduced from \$280 million to \$190 million.
- Greenhouse Gas Reduction Fund allocations reduced from \$331 million to \$220 million.

Pursuant to AB 125, the trailer implementing this program, the Zero Emission Transit Capital Funds would be allocated to each region based on the State Transit Assistance (STA) formula, which includes half allocated based on population and half allocated based on ridership numbers. While it is unclear what base year will be used for this allocation, it is assumed the formula will be based on pre-pandemic ridership numbers because the STA formula has been frozen for the past several years.

While funds the budget only includes \$410 million for the ZETBP, the agreement includes a multi-year funding commitment. The commitment includes appropriating \$230 million annually in auction revenue from 2024-25 through 2026-27. The funds committed to ZETBP total \$1.1 billion over 4 years.

- AB 125 extends until the end of the 2025-26 fiscal year existing provisions that temporarily eliminate financial penalties for noncompliance with transit funding efficiency measures in the Transportation Development Act and the State Transit Assistance Program.
- AB 125 re-enacts the 10% cap on Caltrans charges for indirect costs for Self-Help Counties, with no sunset date.

Accountability Measures: AB 125 directs CalSTA to develop and administer an accountability program to govern the distribution of funds made available to CalSTA for the Zero-Emission Transit Capital Program and the General Fund component of the Transit and Intercity Rail Capital Program. CalSTA is required to hold at least one public hearing on developing the guidelines, and CalSTA must consult with local and regional transportation planning entities and transit operators on the development of the accountability guidelines. The guidelines governing the 2023-24 allocation must be adopted by September 30, 2023.

A regional transportation planning agency may receive an allocation of funds if both of the following conditions are met:

- The regional transportation planning agency submits, and CalSTA approves, a regional short-term financial plan for immediate service retention consistent with the adopted guidelines. If a regional transportation planning agency elects to use these funds for operations for any of its transit operators in the 2023–24 fiscal year or forecasts operational need between the 2023–24 and 2026–27 fiscal years, inclusive, for any of its transit operators, then it shall submit a regional short-term financial plan.
- The regional transportation planning agency submits to the agency regionally compiled transit operator data that is consistent with the requirements included in the adopted guidelines, and is compiled in coordination with transit operators providing services within the jurisdiction of the regional transportation planning agency.

The regional short-term financial plan shall include:

- A demonstration of how the region will address any operational deficit, using all available funds.
- Justification for how the region’s funding is proposed to be allocated to capital and operational expenses.
- A detailed breakdown and justification for how the funding is proposed to be distributed between transit operators and among projects.
- A demonstration of how the plan will mitigate service cuts, fare increases, or layoffs relative to a 2022 service baseline to achieve short-term financial sustainability.
- A summary of how the plan will support ridership improvement strategies that focus on riders, such as coordinating schedules and ease of payment and improving cleanliness and safety, to improve the ridership experience.

The transit operator data submitted by the regional agency shall include:

- Existing fleet and asset management plans by transit operator.
- Revenue collection methods and annual costs involved in collecting revenue for each transit operator and regional transportation planning agency involved.
- A statement of existing service plan and planned service changes.
- Expenditures on security and safety measures.
- Opportunities for service restructuring, eliminating service redundancies, and improving coordination amongst transit operators, including, but not limited to, consolidation of agencies or reevaluation of network management and governance structure.
- Schedule data in General Transit Feed Specification (GTFS) format to enable full visibility of service and service changes where feasible.

Transit Transformation Task Force: AB 125 requires the creation of the Transit Transformation Task Force, which shall be formed by January 1, 2024.

- The Task Force shall consist of transit operators, both small and large operating in urban and rural jurisdictions, Caltrans, local governments, metropolitan planning organizations, regional transportation planning organizations, transportation advocacy organizations with expertise in public transit, labor organizations, academic institutions, the Senate Committee on Transportation, the Assembly Committee on Transportation, and other stakeholders, as appropriate. Transit operators included on the task force shall include a mix of agencies that provide bus-only service, rail-only service, ferry-only service, and multimodal service.
- The Task Force shall submit a report by October 1, 2025, that addresses the following items:
 - The services provided by transit agencies and the demographics of transit ridership, with detail on services provided, including persons with disabilities, or specific populations like low-income individuals and students.
 - Existing funding sources for transit with a breakdown of funding available for capital and operations, including any constitutional and statutory limitations on these existing funding sources.
 - The use of money from local transportation funds established pursuant to Section 29530 for other modes, such as streets and roads.
 - The cost to operate, maintain, and provide for the future growth of transit systems for the next 10 years.
 - The costs and operational impacts associated with federal, state, and local mandates, including, but not limited to, the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132) and the State Air Resources Board's Innovative Clean Transit regulations (Article 4.3 (commencing with Section 2023) of Chapter 1 of Division 3 of Title 13 of the California Code of Regulations), to the extent feasible.

- Workforce recruitment, retention, and development challenges, impacting transit service.
- Existing policies on state and local metrics to measure transit performance.
- State and local policies that impact service efficiency and transit ridership, including, but not limited to, transit prioritization on roads, land use, housing, and pricing policies.
- Identification of state departments and agencies that have responsibility for transit system oversight, grant administration, and reporting.
- Information on how transit agencies modified their services in response to the COVID-19 pandemic and resulting drop in ridership and revenue.
- The division of transit funding between capital and operations.

The Task Force report shall also include recommendations on the following:

- How to improve mobility and increase ridership on transit.
- Changes to land use, housing, and pricing policies that could improve public transit use.
- Strategies to address workforce recruitment, retention, and development challenges.
- Reforming the Transportation Development Act (Chapter 4 (commencing with Section 99200) of Part 11 of Division 10 of the Public Utilities Code), including, but not limited to, replacing the fare box recovery ratios and efficiency criteria with performance metrics that better measure transit operations.
- Identification of the appropriate state department or agency to be responsible for transit system oversight and reporting.
- New options for revenue sources to fund transit operations and capital projects to meet necessary future growth of transit systems for the next 10 years.
- The potential of transit-oriented development and value capture of property around transit stations as a source of sustainable revenue for transit operations.

Bay Area Transit Funding: Although funding was secured in the budget, Senator Scott Wiener has not stopped his effort to provide funding for transit operators in the Bay Area. Senator Wiener has gutted and amended SB 532 to propose a \$1.50 increase to bridge tolls for five years. The funds would be dedicated to maintaining transit service in the Bay Area.

SB 532 would require MTC to allocate 90% of the new toll revenue to transit operators to avoid service cuts and maintain operators. The remaining 10% of funds would be used to assist operators with restoring or reconfiguring transit service to levels above what was provided in the 2022-23 fiscal year. SB 532 also makes two additional changes that direct MTC to develop and implement an equity-based toll payment system to mitigate the impact of the toll increase, and the bill would limit toll evasion penalties to \$15.

While there is significant support for funding and maintaining transit service in the Bay Area, SB 532 has split the region's delegation. In addition, the Bay Area Council has submitted a lengthy letter opposing the toll increase. This new version of SB 532 will have its first hearing on July 5th in the Assembly Committee on Transportation. The bill

then moves to the Assembly Committee on Appropriations, where it undoubtedly will be placed on the Suspense File. It will require 2/3 of the Assembly and Senate to move SB 532 to the Governor. The future of SB 532 is questionable at best.

PLATINUM | ADVISORS

July 5, 2023

ATTACHMENT 3
NVTB Board Item 12.2
July 19, 2023

TABLE 1: BOARD ADOPTED POSITIONS

	Subject	Status	Board Position
AB 16 (Dixon R) Motor Vehicle Fuel Tax Law: adjustment suspension	<p>Existing law requires the state to annually adjust the tax rate on fuel based on the Consumer Price Index. This adjustment is determined in January, and the adjustment takes effect on July 1st of each year. This annual adjustment was a key change made by SB 1.</p> <p>AB 16 would, starting on July 1, 2024, authorize the Governor to suspend this adjustment based on a determination that the adjustment would impose an undue burden on low-income and middle-class families. AB 16 would impose the following requirements:</p> <p>AB 16 was not heard by the Assembly Transportation Committee before the April 27th deadline for policy committee to act on bills with a fiscal impact.</p>	Assembly Transportation Two-Year Bill	Watch
AB 463 (Hart D) Electricity: prioritization of service: public transit vehicles	<p>The goal of AB 463 is to ensure utilities take into consideration the electricity needs to charge electric buses when planning for power shutoffs.</p> <p>This measure would require the California Public Utilities Commission (CPUC) to consider the economic, social equity, and mobility impacts of a temporary power discontinuance to customers that rely on electrical service to operate public transit vehicles. In addition, AB 463 would require electric utilities to include in their public safety power shutoff plans protocols related to mitigating those public safety impacts on public transit vehicle charging infrastructure.</p> <p>Due to the costs this bill would impose on the CPUC, AB 463 was placed on the Suspense</p>	Assembly Appropriations Held on Suspense File 2-Year Bill	Support

	Subject	Status	Board Position
<u>AB 463 (Cont.)</u>	File. The CPUC estimated it would cost \$210,000 annually, and a one-time cost of \$500,000 to hire a consultant to determine how to rank public transit charging stations.		
<u>AB 540 (Wicks D)</u> Social Service Transportation Improvement Act: coordinated transportation services agencies	<p>Assemblywoman Wicks has decided to make AB 540 a two-year bill, meaning it will not move forward this year. The author's office will continue to work with interested parties in an effort to build consensus on addressing paratransit service needs.</p> <p>This bill would amend the Social Services Transportation Improvement Act and impose a \$10 vehicle registration fee.</p> <p>Specifically, the bill would require the <i>coordination</i>, rather than the <i>consolidation</i>, of social service transportation services under the act and would recharacterize consolidated transportation service agencies in the act as coordinated transportation service agencies. The \$10 vehicle fee proposed in the bill would be allocated to each county based on population.</p>	<p>Assembly Transportation</p> <p>Two-Year Bill</p>	Oppose Unless Amended
<u>AB 557 (Hart D)</u> Open meetings: local agencies: teleconferences	This bill would extend indefinitely the existing authorization for local legislative bodies with a majority vote to hold remote meetings if a proclaimed state of emergency exists. AB 557 would also change the requirement to reauthorize the use of remote meetings from every 30 days to every 45 days.	Senate Floor	SUPPORT
<u>AB 610 (Holden D)</u> Youth Transit Pass Pilot Program: free youth transit passes	<p>AB 610 would create a pilot program that would only take effect if funds are appropriated in the budget.</p> <p>The bill would allow a transit operator to partner with a school district to apply for funds to offset the cost of providing and administering free youth transit passes. The funding program would award funds based on an applicant's proportional share of the funds available.</p>	Senate Transportation	Support If Amended

	Subject	Status	Board Position
AB 610 (Cont.)	Further, AB 610 includes language that would prohibit a school from receiving funding through this program if these funds would invalidate an existing agreement with a transit agency for free youth transit passes entered before the operative date of this bill.		
<u>AB 817</u> <u>(Pacheco D)</u> Open meetings: teleconferencing: subsidiary body	<p>The Assembly Local Government Committee hearing on AB 817 was postponed. The bill must be heard before the May 5th hearing deadline for policy committees to remain active.</p> <p>AB 817 would authorize a “subsidiary body” to remotely hold a public meeting if specified conditions are met.</p> <p>The bill defines a subsidiary body to include:</p> <ul style="list-style-type: none"> • certain types of commissions, committees, or other body as defined in paragraph (b) of Government Code Section 54952, • a body that serves exclusively as an advisory body, • a body that is not authorized to take final action on any contract, legislation, regulation, or permit. <p>AB 817 would also require the members of the body to participate through both audio and visual technology. The public must be able to participate in the body’s proceedings either by phone line or through an internet-based platform.</p>	Assembly Local Government 2-Year Bill	SUPPORT
<u>AB 1377</u> <u>(Friedman D)</u> Interagency Council on Homelessness	<p>Under the Homeless Housing, Assistance and Prevention Program, applicants of funds beginning with Round 3 are required to provide data and other information on progress toward meeting the goals of the program.</p> <p>As amended, AB 1377 would add to these reporting requirements data and a narrative of specific and quantifiable steps that the applicant has taken to improve the delivery of housing and services to people experiencing homelessness or at risk of homelessness, on transit properties that operate in their jurisdiction.</p>	Senate Housing	Support

	Subject	Status	Board Position
<p><u>AB 1379</u> <u>(Papan D)</u> Open meetings: local agencies: teleconferences</p>	<p>The Assembly Local Government Committee hearing on AB 1379 was cancelled. Since this bill is “keyed” fiscal it becomes a two-year bill and will not move until January 2024. The reason for this action was likely due to concerns expressed by the committee staff and chair.</p> <p>AB 1379 would amend the Brown Act to allow a legislative body to hold meetings in any combination of in person or remote participation.</p> <p>The bill specifies a quorum can be established by any of the following:</p> <ul style="list-style-type: none"> • Consisting of members participating remotely. • Consisting of members participating at a designated location. • Consisting of members participating remotely and at a designated location. <p>AB 1379 specifies that the “singular designated physical meeting location” must be open to the public and located within the legislative body’s jurisdiction.</p>	<p>Assembly Local Government</p> <p>2-Year Bill</p>	<p>WATCH</p>
<p><u>ACA 1</u> <u>(Aguiar-Curry D)</u> Local government financing: affordable housing and public infrastructure: voter approval</p>	<p>Identical to last session’s proposal, ACA 1 would lower the voter threshold for property tax increases, parcel taxes and sales taxes to 55% if the funds are used for affordable housing and infrastructure projects. Infrastructure project is defined to include capital improvements to transit and streets and highways.</p> <p>ACA 1 was amended to expand the definition of a special district to include a regional transportation commission and an association of governments.</p> <p>ACA 1 does not allow for the 55% local measure to use the tax revenue for transit operations.</p>	<p>Assembly Local Government</p>	<p>Support</p>

	Subject	Status	Board Position
<u>SB 5</u> (Nguyen R) Motor Vehicle Fuel Tax Law: limitation on adjustment	<p>Existing law requires the state to annually adjust the tax rate on fuel based on the Consumer Price Index. This adjustment is determined in January, and the adjustment takes effect on July 1st of each year. This annual adjustment was a key change made by SB 1.</p> <p>Under SB 5 any adjustment shall not exceed 2 percent. Limiting the adjustment will impact the ability for transportation programs to keep pace with inflation.</p>	Senate Governance & Finance 2-Year Bill	Oppose
<u>SB 411</u> (Portantino D) Open meetings: teleconferences: bodies with appointed membership	<p>SB 411 was approved by the Senate and is now pending in the Assembly.</p> <p>As introduced SB 411 would add additional flexibility by authorizing a legislative body to use alternate teleconferencing provisions similar to the emergency provisions indefinitely and without regard to a state of emergency.</p> <p>SB 411 was substantively amended in the Senate Committee on Governance & Finance. As amended, SB 411 would only allow neighborhood advisory councils located within the City of Los Angeles to conduct meetings remotely.</p>	Assembly Local Government	WATCH
<u>SB 537</u> (Becker D) Open meetings: local agencies: teleconferences	<p>SB 537 allows for remote participation for legislative bodies that are a board, commission, or advisory body of a “multijurisdictional,” cross county agency, the membership of which board, commission, or advisory body is appointed.</p> <p>Additional restrictions were added to the bill when the Senate Governance & Finance Committee heard it. The new restrictions include:</p> <ul style="list-style-type: none"> • The legislative body adopts a resolution authorizing the use of teleconferencing at regular meetings. • At least a quorum of the legislative body shall participate from “<i>locations</i>” within the local agency’s jurisdiction. 	Assembly Local Government	WATCH

	Subject	Status	Board Position
<u>SB 537</u> (Cont.)	<ul style="list-style-type: none"> • A member shall not participate remotely unless both the following are met: <ul style="list-style-type: none"> ○ The remote location must be more than 40 miles away from the in-person meeting location, and: ○ The member participates from their office or a location in a publicly accessible building. 		
<u>SB 670</u> (Allen D) Transportation: vehicle miles traveled; maps	As amended, SB 670 directs the California Air Resources Board (CARB), in consultation with Caltrans and Office of Planning and Research (OPR), to develop maps of average vehicle miles traveled (VMT) at the local, regional, and statewide levels, and provides direction to how those maps should be reconciled with existing ones.	Senate Appropriations Held on Suspense File 2-Year bill	Watch
<u>SB 769</u> (Gonzalez D) Local government: fiscal and financial training	<p>SB 769 would require, if a local agency provides any type of compensation, or expense reimbursement to members of its legislative body, to provide the members of the legislative body at least two hours of fiscal and financial training at least once every two years.</p> <p>Fiscal and financial training is defined to include the following:</p> <ul style="list-style-type: none"> • Laws and principles relating to financial administration and short-and long-term fiscal management, • Laws and principles relating to capital financing and debt management, pensions and other postemployment benefits, and cash management and investments. • General fiscal and financial planning principles and any pertinent laws relevant to the local agency official's public service and role in overseeing the local agency's operations. 	Assembly Appropriations	Watch