

**NVTA**  
**POLICIES, PRACTICES AND PROCEDURES MANUAL**

**CHAPTER 1:**  
**PERSONNEL**

Board of Directors Approved:  
06/18/2008

Board of Directors Approved Amendments:  
12/06/2009  
09/22/2010  
12/16/2011  
02/19/2014  
11/18/2015  
04/18/2018  
10/17/2018  
07/15/2020  
06/26/2024  
12/17/2025

## TABLE OF CONTENTS

<b>SECTION 1 INTRODUCTION</b> .....	<b>13</b>
Section 1.1. Overview of Personnel Policies .....	13
1.1.1 Statement of Policy .....	13
1.1.2 Construction and Limitations.....	13
1.1.3 Implementation of the Policies .....	13
<b>SECTION 2 EMPLOYMENT STATUS</b> .....	<b>14</b>
Section 2.1. Definitions .....	14
Section 2.2. Hiring Process .....	16
2.2.1 Statement of Policy .....	16
2.2.2 Personnel Request .....	16
2.2.3 Employee Selection .....	16
2.2.4 Placing Employee on the Payroll .....	17
Section 2.3. New Employee Orientation .....	18
2.3.1 Statement of Policy .....	18
2.3.2 Content of Orientation.....	18
Section 2.4. Probationary Period .....	19
2.4.1 Statement of Policy .....	19
2.4.2 Duration of Probationary Period.....	19
2.4.3 Termination of Probationary Period .....	19
2.4.4 Rejection of Probationer Following Promotion .....	19
2.4.5 Effect of Leaves of Absence on Probationary Period.....	19
Section 2.5. Job Classification .....	20
Section 2.6. Job Descriptions .....	20
Section 2.7. Assignment and Transfer.....	20
2.7.1 Statement of Policy .....	20
2.7.2 Temporary Assignments .....	20
Section 2.8. Promotion .....	21
2.8.1 Statement of Policy .....	21
2.8.2 Application Procedure .....	21
2.8.3 Criteria for Selection .....	21
2.8.4 Probationary Period .....	21
2.8.5 Procedure When Employee Does Not Pass Probation .....	21
Section 2.9. Anti-Nepotism Policy and Non-Fraternization Policy.....	22
2.9.1 Statement of Policy .....	22
2.9.2 Relatives, Spouses or Domestic Partners in Same Department, Work Area or Facility .....	22
2.9.3 Application of the Policy.....	22
Section 2.10. Performance Evaluation.....	23
Section 2.11. Resignation .....	24
Section 2.12. Layoff .....	25
2.12.1 Statement of Policy .....	25
2.12.2 Layoff Order .....	25
2.12.3 Notice.....	25
2.12.4 Reinstatement from Layoff.....	25

2.12.5	Benefits .....	25
Section 2.13.	Personnel Files .....	25
2.13.1	Statement of Policy .....	25
2.13.2	Employee Responsibility to Ensure Accuracy of Personnel Records .....	25
2.13.3	Duty to Provide Accurate Information .....	26
2.13.4	Access to Personnel Files.....	26
<b>SECTION 3</b>	<b>HOURS OF WORK AND COMPENSATION .....</b>	<b>27</b>
Section 3.1.	Work Schedules.....	27
3.1.1	Work Schedules.....	27
3.1.2	Standard Work Schedule .....	27
3.1.3	Standard Work Week.....	27
3.1.4	Flex Time .....	27
Section 3.2.	Meal and Rest Breaks.....	27
3.2.1	Meal Breaks .....	27
3.2.2	Rest Periods .....	28
3.2.3	Meal and Rest Breaks May Not Be Combined or Postponed .....	28
Section 3.3.	Compensation.....	28
3.3.1	Statement of Policy .....	28
3.3.2	Wage Rates .....	28
3.3.3	Pay Schedule.....	29
3.3.4	Payroll Deductions .....	29
3.3.5	Updating Payroll Information.....	29
Section 3.4.	Timekeeping .....	30
3.4.1	Employees .....	30
3.4.2	Consequences of Falsifying Time Records.....	30
Section 3.5.	Overtime .....	30
3.5.1	Statement of Policy .....	30
3.5.2	Exclusion from Policy.....	30
<b>SECTION 4</b>	<b>STANDARDS OF CONDUCTS.....</b>	<b>32</b>
Section 4.1.	Equal Employment Opportunity .....	32
4.1.1	Statement of Policy .....	32
4.1.2	Employee, Supervisor and Management Responsibilities .....	32
Section 4.2.	Anti-Harassment/Discrimination Policy .....	32
4.2.1	Statement of Policy .....	32
4.2.2	Definitions .....	33
4.2.3	Zero Tolerance .....	34
4.2.4	Complaint and Investigation Procedure .....	34
4.2.5	Prohibition on Retaliation .....	35
4.2.6	Prevention.....	36
Section 4.3.	Mutual Respect and Courtesy Rule .....	36
Section 4.4.	Reasonable Accommodation .....	36
4.4.1	Statement of Policy.....	36
4.4.2	Conditions Covered By This Policy .....	36
4.4.3	Examples of Reasonable Accommodation .....	37
4.4.4	Requests for Reasonable Accommodation.....	37
4.4.5	Medical Information .....	38

4.4.6	The Interactive Process .....	38
4.4.7	Miscellaneous Guidelines .....	39
Section 4.5. Appearance, Conduct and Hygiene .....		39
4.5.1	Statement of Policy .....	39
4.5.2	Guidelines on Appearance, Conduct and Hygiene .....	39
Section 4.6. Attendance and Punctuality .....		40
4.6.1	Statement of Policy .....	40
4.6.2	Reporting Requirements .....	40
4.6.3	Discipline .....	41
Section 4.7. Secondary Employment.....		41
4.7.1	Statement of Policy .....	41
4.7.2	Notification and Approval .....	41
Section 4.8. Causes for Discipline .....		42
4.8.1	Statement of Policy .....	42
4.8.2	Standards of Conduct .....	42
Section 4.9. Discipline .....		43
4.9.1	Statement of Policy .....	43
4.9.2	Progressive Discipline.....	43
4.9.3	Administrative Leave.....	44
4.9.4	Procedures for Disciplinary Action of a Permanent Employee .....	44
<b>SECTION 5 HEALTH AND SAFETY ON THE JOB .....</b>		<b>46</b>
Section 5.1. Job Safety.....		46
5.1.1	Statement of Policy .....	46
5.1.2	Employee Responsibility .....	46
5.1.3	Injury Reporting .....	46
Section 5.2. Workplace Violence Prevention Plan .....		46
5.2.1	Statement of Policy .....	46
5.2.2	Responsibility and Authority.....	46
5.2.3	Conduct Prohibited By This Policy.....	47
5.2.4	Reporting Procedure.....	48
5.2.5	Corrective Actions.....	48
5.2.6	Recordkeeping.....	49
Section 5.3. Alcohol and Drug Free Workplace .....		49
5.3.1	Statement of Policy .....	49
5.3.2	Definitions.....	49
5.3.3	Pre-Employment Drug and Alcohol Screening.....	50
5.3.4	Prohibition on Possession, Use, Sale or Transport of Alcohol or Drugs ..	51
5.3.5	Reasonable Suspicion Testing .....	51
5.3.6	Search or Inspection of Agency Property for Illegal Drugs or Alcohol.....	52
5.3.7	Disciplinary Action .....	52
5.3.8	Drug and Alcohol Assistance Programs.....	52
Section 5.4. Fitness for Duty.....		53
5.4.1	Statement of Policy .....	53
5.4.2	Employee Responsibility .....	53
5.4.3	Pre-Employment Medical Examinations .....	53

5.4.4	Post-Employment Fitness for Duty Examinations .....	54
5.4.5	Confidentiality of Examination Records .....	54
Section 5.5. Driving.....		54
5.5.1	Statement of Policy .....	54
5.5.2	Driver's License Requirements .....	55
5.5.3	Good Driving Record .....	56
5.5.4	Compliance with Traffic Laws .....	56
5.5.5	Use of Seatbelts .....	56
Section 5.6. Smoking.....		56
<b>SECTION 6 EQUIPMENT AND PROPERTY.....</b>		<b>57</b>
Section 6.1. Use and Care of Agency Property .....		57
6.1.1	Statement of Policy .....	57
6.1.2	Damage or Loss of Agency Equipment.....	57
6.1.3	Key/Access Card Distribution .....	57
6.1.4	Personal Use of Agency Property .....	57
6.1.5	Personal Tools or Property .....	57
6.1.6	Agency Access to Property.....	57
6.1.7	Entry onto Private Property.....	58
6.1.8	Purchasing.....	58
Section 6.2. Phones, Computers, and Other Electronic Equipment .....		58
6.2.1	Statement of Policy .....	58
6.2.2	Phone Usage for Personal Reasons.....	58
6.2.3	Internet Usage .....	58
6.2.4	Decorum of Communications.....	59
6.2.5	Installation or Duplication of Software.....	59
6.2.6	Discipline .....	59
Section 6.3. Agency Vehicles .....		59
6.3.1	Statement of Policy .....	59
6.3.2	Operator Qualifications .....	59
6.3.3	Compliance with Law.....	60
6.3.4	Vehicle Categories .....	60
6.3.5	Limitations on Use of Vehicles .....	60
6.3.6	The Vine Bus and Employee Ridership.....	61
Section 6.4. Employee Purchase Programs .....		62
6.4.1	Mobile Device/Personal Office Equipment.....	62
<b>SECTION 7 TIME OFF AND LEAVES OF ABSENCE .....</b>		<b>64</b>
Section 7.1. Holidays.....		64
7.1.1	Eligible Employees .....	64
7.1.2	Recognized Holidays .....	64
7.1.3	Personal Leave.....	64
7.1.4	Board Ordered Holiday .....	65
7.1.5	Holidays Occurring During Unpaid Leave .....	65
7.1.6	Working on Holidays .....	65
Section 7.2. Vacation.....		65
7.2.1	Purpose .....	65
7.2.2	Eligibility.....	65

7.2.3	Accrual.....	65
7.2.4	Scheduling.....	68
7.2.5	Termination or Retirement from Agency.....	68
Section 7.3. Sick Leave.....		69
7.3.1	Purpose.....	69
7.3.2	Eligibility.....	69
7.3.3	Accrual.....	69
7.3.4	Conversion of Vacation to Sick Leave.....	69
7.3.6	Employee Notice and Communication.....	69
Section 7.4. Workers' Compensation Leave.....		70
7.4.1	Purpose.....	70
7.4.2	Sick or Vacation Leave Supplementation.....	70
7.4.3	Accrual of Benefits during Leave.....	70
Section 7.5. Pregnancy Leave.....		70
7.5.1	Purpose.....	70
7.5.2	Covered Employees.....	70
7.5.3	Leave Rights.....	71
7.5.4	Pay and Benefits.....	71
7.5.5	Employee Notice Obligations.....	71
7.5.6	Medical Certification.....	71
7.5.7	Other Forms of Pregnancy-Related Disability Accommodation.....	71
Section 7.6. Family and Medical Care Leave Act.....		72
7.6.1	Statement of Policy.....	72
7.6.2	Definitions.....	72
7.6.3	Family and/or Medical Care Leave.....	73
7.6.4	Status of Prior Policies.....	77
Section 7.7. Funeral and Bereavement Leave.....		77
7.7.1	Purpose.....	77
7.7.2	Conditions of Leave.....	77
Section 7.8. Reproductive Loss Leave.....		78
7.8.1	Purpose.....	78
7.8.2	Conditions of Leave.....	78
7.8.3	Leave Rights.....	78
Section 7.9. Jury Duty and Witness Leave.....		78
7.9.1	Purpose.....	78
7.9.2	Jury Duty Leave.....	78
7.9.3	Witness Duty.....	79
7.9.4	Overtime Exempt Employees.....	79
Section 7.10. Military Leave.....		79
7.10.1	Purpose.....	79
7.10.2	Leave of Absence.....	79
7.10.3	Employee Notice Requirements.....	79
7.10.4	Pay and Benefits While On Military Leave.....	80
7.10.5	Reinstatement.....	80
Section 7.11. Leaves of Absence without Pay–Accrual of Vacation and Sick Leave.....		81
Section 7.12. Outside Employment.....		81

<b>SECTION 8 BENEFITS.....</b>	<b>82</b>
Section 8.1. Insurance.....	82
8.1.1 Purpose.....	82
8.1.2 Terms of Coverage.....	82
8.1.3 Eligibility.....	82
8.1.4 Medical, Dental and Vision Coverage.....	82
8.1.5 Life Insurance Coverage.....	83
Section 8.2. Retirement.....	83
8.2.1 Purpose.....	83
8.2.2 Plan Overview.....	83
8.2.3 Contributions.....	84
8.2.4 Other Post-Employment Benefits (OPEB).....	84
8.2.5 The Vine Lifetime Transit Pass.....	84
Section 8.3. Education, Membership and Professional Affiliation Fees.....	84
8.3.1 Purpose.....	84
8.3.2 Eligibility.....	84
8.3.3 Education Fees.....	85
8.3.4 Membership and Professional Affiliations Fees.....	86
<b>CHAPTERSECTION 1 INTRODUCTION.....</b>	<b>7</b>
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
<b>CHAPTERSECTION 2 EMPLOYMENT STATUS.....</b>	<b>8</b>
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
<b>CHAPTERSECTION 3</b>	<b>HOURS OF WORK AND COMPENSATION</b>	<b>21</b>
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
<b>CHAPTERSECTION 4</b>	<b>STANDARDS OF CONDUCTS</b>	<b>26</b>
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
<b>CHAPTER</b>	<b>SECTION 5 HEALTH AND SAFETY ON THE JOB</b>	<b>40</b>
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 Plan	40
5.2.1	Statement of Policy	40
5.2.2	Responsibility and Authority	40
5.2.3	Conduct Prohibited By This Policy	41
5.2.4	Reporting Procedure	42

5.2.5	Corrective Actions.....	42
5.2.6	Recordkeeping.....	43
Section 5.3.	Alcohol and Drug Free Workplace .....	43
5.3.1	Statement of Policy.....	43
5.3.2	Definitions.....	43
5.3.3	Pre-Employment Drug and Alcohol Screening.....	44
5.3.4	Prohibition on Possession, Use, Sale or Transport of Alcohol or Drugs ..	45
5.3.5	Reasonable Suspicion Testing .....	45
5.3.6	Search or Inspection of Agency Property for Illegal Drugs or Alcohol.....	46
5.3.7	Disciplinary Action .....	46
5.3.8	Drug and Alcohol Assistance Programs.....	46
Section 5.4.	Fitness for Duty.....	47
5.4.1	Statement of Policy.....	47
5.4.2	Employee Responsibility.....	47
5.4.3	Pre-Employment Medical Examinations .....	47
5.4.4	Post-Employment Fitness for Duty Examinations .....	48
5.4.5	Confidentiality of Examination Records .....	48
Section 5.5.	Driving.....	48
5.5.1	Statement of Policy.....	48
5.5.2	Driver's License Requirements .....	48
5.5.3	Good Driving Record .....	50
5.5.4	Compliance with Traffic Laws .....	50
5.5.5	Use of Seatbelts .....	50
Section 5.6.	Smoking.....	50
<b>CHAPTERSECTION 6</b>	<b>EQUIPMENT AND PROPERTY .....</b>	<b>51</b>
Section 6.1.	Use and Care of Agency Property .....	51
6.1.1	Statement of Policy.....	51
6.1.2	Damage or Loss of Agency Equipment.....	51
6.1.3	Key/Access Card Distribution .....	51
6.1.4	Personal Use of Agency Property.....	51
6.1.5	Personal Tools or Property .....	51
6.1.6	Agency Access to Property.....	51
6.1.7	Entry onto Private Property.....	52
6.1.8	Purchasing.....	52
Section 6.2.	Phones, Computers, and Other Electronic Equipment .....	52
6.2.1	Statement of Policy.....	52
6.2.2	Phone Usage for Personal Reasons.....	52
6.2.3	Internet Usage .....	52
6.2.4	Decorum of Communications.....	53
6.2.5	Installation or Duplication of Software.....	53
6.2.6	Discipline .....	53
Section 6.3.	Agency Vehicles .....	53
Section 6.4.	Employee Purchase Programs .....	55
6.4.1	Mobile Device/Personal Office Equipment.....	55
<b>CHAPTERSECTION 7</b>	<b>TIME OFF AND LEAVES OF ABSENCE .....</b>	<b>57</b>
Section 7.1.	Holidays.....	57

7.1.1	Eligible Employees .....	57
7.1.2	Recognized Holidays .....	57
7.1.3	Personal Leave .....	57
7.1.4	Board Ordered Holiday .....	58
7.1.5	Holidays Occurring During Unpaid Leave .....	58
7.1.6	Working on Holidays .....	58
Section 7.2. Vacation .....		58
7.2.1	Purpose .....	58
7.2.2	Eligibility .....	58
7.2.3	Accrual .....	58
7.2.4	Scheduling .....	61
7.2.5	Termination or Retirement from Agency .....	61
Section 7.3. Sick Leave .....		62
7.3.1	Purpose .....	62
7.3.2	Eligibility .....	62
7.3.3	Accrual .....	62
7.3.4	Conversion of Vacation to Sick Leave .....	62
7.3.6	Employee Notice and Communication .....	62
Section 7.4. Workers' Compensation Leave .....		63
7.4.1	Purpose .....	63
7.4.2	Sick or Vacation Leave Supplementation .....	63
7.4.3	Accrual of Benefits during Leave .....	63
Section 7.5. Pregnancy Leave .....		63
7.5.1	Purpose .....	63
7.5.2	Covered Employees .....	63
7.5.3	Leave Rights .....	64
7.5.4	Pay and Benefits .....	64
7.5.5	Employee Notice Obligations .....	64
7.5.6	Medical Certification .....	64
7.5.7	Other Forms of Pregnancy-Related Disability Accommodation .....	64
Section 7.6. Family and Medical Care Leave Act .....		65
7.6.1	Statement of Policy .....	65
7.6.2	Definitions .....	65
7.6.3	Family and/or Medical Care Leave .....	66
7.6.4	Status of Prior Policies .....	70
Section 7.7. Funeral and Bereavement Leave .....		70
7.7.1	Purpose .....	70
7.7.2	Conditions of Leave .....	70
Section 7.8. Reproductive Loss Leave .....		71
7.8.1	Purpose .....	71
7.8.2	Conditions of Leave .....	71
7.8.3	Leave Rights .....	71
Section 7.9. Jury Duty and Witness Leave .....		71
7.9.1	Purpose .....	71
7.9.2	Jury Duty Leave .....	71
7.9.3	Witness Duty .....	72

7.9.4 Overtime Exempt Employees .....	72
Section 7.10. Military Leave.....	72
7.10.1 Purpose .....	72
7.10.2 Leave of Absence .....	72
7.10.3 Employee Notice Requirements .....	72
7.10.4 Pay and Benefits While On Military Leave .....	73
7.10.5 Reinstatement.....	73
Section 7.11. Leaves of Absence without Pay Accrual of Vacation and Sick Leave.....	74
Section 7.12. Outside Employment.....	74
<b>CHAPTER SECTION 8 BENEFITS .....</b>	<b>75</b>
Section 8.1. Insurance .....	75
8.1.1 Purpose .....	75
8.1.2 Terms of Coverage .....	75
8.1.3 Eligibility.....	75
8.1.4 Medical, Dental and Vision Coverage .....	75
8.1.5 Life Insurance Coverage.....	76
Section 8.2. Retirement .....	76
8.2.1 Purpose .....	76
8.2.2 Plan Overview.....	76
8.2.3 Contributions.....	77
8.2.4 Other Post-Employment Benefits (OPEB) .....	77
Section 8.3. Education, Membership and Professional Affiliation Fees .....	77
8.3.1 Purpose .....	77
8.3.2 Eligibility.....	77
8.3.3 Education Fees.....	78
8.3.4 Membership and Professional Affiliations Fees .....	79

## 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 are expected to maintain professionalism in the workplace to promote a positive impression for staff, stakeholders, and visitors. Employees often come into contact with the public, which judges the quality of the Agency service by the appearance and behavior-conduct of its employees and has the right to expect workplace appropriate clothing, neat appearance, good manners, orderly workspaces and professional competent and respectful 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~~ professional demonstrates propriety, is functional, and affords them safety from

unnecessary risk of injury. Office employees should not wear shorts, sweat-pants, tank tops, shabby or holey 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.

5. All Employees are expected to exercise tidiness and organization in all areas of the workspace, including their assigned workstation. The workstations are to maintain desktops free of clutter, food, loose papers and non-essential items.

6. Secure all sensitive or confidential documents in locked cabinets and log out or shut down computer systems when not in use.

7. Employees are responsible for ensuring walkways and common areas are clear and unobstructed.

## **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 Plan

#### 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. To prevent workplace violence, the Agency will address behavior that suggests a propensity for violence prior to a violent behavior occurring in accordance with the established plan as required by [SB 533](#).

NVTA's Workplace Violence Prevention (WVP) plan is available upon request for examination and copying to our employees, contractors and the Chief of Cal/OSHA and/or designee.

#### 5.2.2 Responsibility and Authority

The Executive Director, or assigned designee, is the designated WVP Plan Administrator (Administrator) and has the authority and responsibility for developing, implementing, and maintaining this plan and conducting or overseeing any investigations of workplace violence reports. The Executive Director, or designee, shall solicit feedback and input from employees in developing and implementing the WVP plan. Active involvement of employees could include, but is not limited to, their participation in identifying, evaluating, and correcting workplace violence hazards; in designing and implementing training; and in reporting and investigating workplace violence incidents. Staff training and

evaluation of identifying workplace hazards will occur at time of hire, annually and as needed based on the plan's effectiveness.

Managers and Supervisors Responsibilities include:

- Implementing the plan in their work areas;
- Providing input to the Administrator regarding the plan;
- Conduct inspections of their work areas to identify workplace violence hazards per accordance with the Cal/OSHA Plan;
- Participating in investigations of workplace violence reports; and
- Answering employee questions concerning this plan.

Employees Responsibilities include:

- Complying with the plan;
- Maintaining a violence-free work environment;
- Attending all training;
- Following all directives, policies, and procedures; and
- Reporting suspicious persons in the area and alerting the proper authorities when necessary.

### **5.2.3 Conduct Prohibited By This Policy**

The Agency will not ignore, condone, or tolerate threats of violence or workplace violence by any employee, appointed or elected official, volunteer, contractor, client, or visitor.

- Threats of violence include both verbal and non-verbal conduct that causes a person to fear for their safety because there is a reasonable possibility they might be physically injured and that serves no legitimate work-related purpose.

- Workplace violence means any act of violence or threat of violence that occurs at the work site. The term workplace violence shall not include lawful acts of self-defense or defense of others.

Workplace violence includes the following:

- The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury
- An incident involving the threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether or not the employee sustains an injury

Workplace violence can be categorized into four types:

Type 1: Workplace violence committed by a person who has no legitimate business at the work site - includes violent acts by anyone who enters the workplace with the intent to commit a crime

Type 2: Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors

Type 3: Workplace violence against an employee by a present or former employee, supervisor, or manager

Type 4: Workplace violence committed in the workplace by someone who does not work there but has or is known to have had a personal relationship with an employee

#### **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 and may use the Workplace Violence Reporting Form to assist in their report. An employee may also reach out to the NVTA Board Chair and/or General Counsel if the employee believes the workplace violence is being caused by a manager or supervisor, or not satisfactorily resolved by a manager or supervisor.

##### **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 their supervisor, Human Resources or the Executive Director of the emergency 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. Investigations into reports of workplace violence will be conducted by the Executive Director, Human Resource Manager and manager designee. Employees who are found to have violated this policy may be subject to disciplinary and/or corrective action, up to and including discharge based on the investigation findings. Additionally, all reporting parties will be notified as to how the Agency is responding to the reported incident and of the resolution, to the extent allowed by law.

In appropriate cases, the Agency may also seek temporary protective or restraining orders to keep offending individuals away from Agency facilities or employees. The incident and correlating information will be documented in the Violent Incident Log for recordkeeping, corrective action, and reporting purposes.

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.

### **5.2.6 Recordkeeping**

The Human Resource Manager will be responsible for record maintenance. Records of workplace violence hazard identification, evaluation, and correction will be created and maintained for a minimum of five years.

Training records will be created and maintained for a minimum of one year and include training dates, contents or a summary of the training sessions, names and qualifications of persons conducting the training, and names and job titles of all persons attending the training sessions.

Violent incident logs will be maintained for a minimum of five years.

Records of workplace violence incident investigations will be maintained for a minimum of five years. These records shall not contain "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code.

## **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 ~~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 ~~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 ~~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 ~~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 ~~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

### **6.3.6 -The Vine Bus and Employee Ridership**

All regular, full-time and part-time employees are eligible to ride Vine Transit at no cost. This benefit may be extended to their legal spouse and/or dependent(s) under the age of 18. Separation from the Agency for any reason other than Retirement, terminates eligibility. All riders are required to adhere to the Passenger Code of Conduct written in the Agency Policies, Practices and Procedures Manual under Transit policies. This privilege may be revoked at any time by the NVTA Executive Director.

## **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. Reproductive Loss Leave**

### **7.8.1 Purpose**

The Agency provides job-protected leave for its employees who suffer from certain reproductive loss events, including miscarriage, unsuccessful adoption, unsuccessful surrogacy, stillbirth or an unsuccessful assisted reproduction.

### **7.8.2 Conditions of Leave**

An employee may take up to five days of Reproductive Loss Leave upon suffering a reproductive loss event. The leave must be taken within three months of the event unless the employee is on or chooses to take leave under another leave entitlement, (such as the California Family Rights Act (CFRA), pregnancy disability, or bereavement leave), in which case the reproductive loss leave must be taken within three months of the other leave's end date. If an employee experiences more than one qualifying event, the Agency is not obligated to grant more than 20 days of leave within a 12-month period.

### **7.8.3 Leave Rights**

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 reproductive loss event.

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

It is unlawful for discrimination or retaliation against any employee seeking to exercise their rights under the law and such requests will be held in strict confidence to protect the rights, privileges, benefits, and family of the employee.

## **Section 7.9. Jury Duty and Witness Leave**

### **7.9.1 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.

### **7.9.2 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.

### **7.9.3 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.

### **7.9.4 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 7.10. Military Leave**

### **7.10.1 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.

### **7.10.2 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.

### **7.10.3 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.

#### **7.10.4 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.

#### **7.10.5 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 7.11. 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:

<b>HOURS OF LWOP</b>	<b>PERCENTAGE OF ACCRUAL</b>
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 7.12. 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 Resourced 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 coverage's 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 202523/202624) of 13.46340% for Tier 1 members, 10.190% for Tier 2 members and 7.96680% 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.

### 8.2.4 Other Post-Employment Benefits (OPEB)

Effective May 16, 2018, the Agency pays a percentage of \$500 cap (\$750 for dual coverage) based on the employees' years of service, with no future increases.

Years of Service	Percentage
10	50%
11	55%
12	60%
13	65%
14	70%
15	75%
16	80%
17	85%
18	90%
19	95%
20	100%

The Agency will pay the Public Employees Medical and Hospital Care Act (PEMHCA) minimum for individuals with less than 10 years of Authority service at retirement.

Employees who retired prior to May 16, 2018 (Grandfathered) will receive no less than their current benefit.

### 8.2.5 The Vine Lifetime Transit Pass with The Vine

Upon retirement from tThe Agency, a regular, full-time employee is eligible to receive a Vine Bus Lifetime Transit Pass that may be extended to their spouse and/or dependent(s) under the age of 18 at no cost. Lifetime Transit Pass holders are required to adhere to the Passenger Code of Conduct written in the Agency Policies, Practices and Procedures Manual under Transit policies.

## 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.