



Message from the Executive Director

Welcome Aboard!

Whether you have just joined our staff or have been at the RTA for a while, we are confident that you will find our company a dynamic and rewarding place in which to work. We consider the employees of the RTA to be one of our most valuable resources, and we look forward to a productive and successful relationship. This Handbook has been written to serve as the guide for the employer/employee relationship.

The Handbook begins with a summary of RTA's Strategic Business Plan, which includes our Vision, Mission Statement and Goals. We have selected you to be part of the RTA Team primarily because of your skills, knowledge and abilities that you have demonstrated to us when we were considering you for a position at the RTA. You are also part of the RTA Team because we believe that you can substantially contribute to our mission of providing safe, friendly, and reliable service to the citizens of and visitors to the County of San Luis Obispo.

It is great to have you a part of our team!

Sincerely,

Geoff Straw
Executive Director

San Luis Obispo Regional Transit Authority VISION, MISSION, STRATEGIC DIRECTION & GOALS

VISION

The RTA of the future is an integral part of the “SLO lifestyle.” From the vineyards in North County, to the secluded beach towns on the North Coast, to multi-faceted communities in the South County, residents and visitors use public transportation rather than relying on their cars.

Vision Elements

- Continue successful partnerships with jurisdictions, county, other public agencies, businesses and schools.
- Provide excellent, reliable, sustainable seamless service that is effective in getting residents and visitors where they want to travel.
- Secure reliable funding.
- Implement an Intelligent Transportation Systems (ITS) program to improve service quality and provide efficiencies.
- Develop a well-executed image-building campaign with a single face for public transportation.

MISSION

The Mission of RTA is to provide safe, reliable and efficient transportation services that improve and enhance the quality of life for the citizens and visitors of San Luis Obispo County.

STRATEGIC DIRECTION

- Stabilize and grow funding.
- Continue to improve service quality: On-time performance, scheduling and routing, customer amenities on our vehicles and at our bus stops, operating procedures.
- Consolidate and streamline operations to improve efficiency and effectiveness of public transportation throughout the county.
- Include public transportation as part of the lifestyle evolution needed to confront climate change.
- Reduce Vehicle Miles Traveled.
- Embrace technological improvements that will positively impact efficiency and quality of service.

SAN LUIS OBISPO REGIONAL TRANSIT AUTHORITY VALUES

Commitment to Serve

Provide valuable services to the public and direct our energies in strengthening our relationships with our customers and the community while maintaining responsible ethical fiscal management.

Leadership

Be trustworthy, credible, confident, progressive and influential in all we do.

Teamwork

Work together with trust, support and mutual cooperation and respect. Provide an environment that fosters frank and open communication. Have fun in our daily activities and keep issues in perspective. Have pride in our accomplishments while taking on our challenges with spirit and vigor.

Integrity

Promote honesty, loyalty, dignity, respect, decency, fairness, courtesy, responsibility, and character.

Human Development

Provide the appropriate resources and environment for employees to be successful, motivate individuals to take initiative and to be creative in all of our efforts.

**San Luis Obispo Regional Transit Authority
EMPLOYEE POLICIES AND PROCEDURES HANDBOOK**

Article 1 Introduction
Article 2 Employment
Article 3 Compensation and Benefits
Article 4 Equal Opportunity / Discrimination and Harassment Prevention
Article 5 Recruitment and Selection
Article 6 Performance Evaluation
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Appendix A: Board of Directors Resolution <<<DATE>>>
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ARTICLE 1

INTRODUCTION

Section 1.1 Employee Policies & Procedures Handbook

The purpose of this handbook is to provide the San Luis Obispo Regional Transit Authority (RTA) staff with guidance on major aspects of the RTA's policies and procedures. It shall be the duty of all RTA employees to comply with and support the provisions of this Handbook, all laws and regulations, and any internal management memoranda as the RTA Executive Director shall issue.

This Handbook supersedes and replaces all previous personnel policies, practices, work rules and guidelines. The RTA reserves full discretion to add to, modify, or delete provisions of this Handbook, or the policies and procedures on which they may be based, at any time, in accordance with the amendment procedure contained herein. In the event of any change to the policies set forth herein, all employees will receive notification from the RTA Executive Director or designee detailing the changes made.

This Handbook has been reviewed and adopted by the RTA Board of Directors (the Board). If any part of these policies and procedures is deemed illegal, unenforceable, or void for any reason, it will not affect the validity of the remaining portion. **As a condition of employment, each employee is required to review the policies and procedures and execute the acknowledgment of receipt at the end of the Handbook.**

Section 1.2 Applicability

This Employee Handbook applies to all employees of the RTA and its affiliates.

Section 1.3 Adopting Authority

The Employee Policies & Procedures contained herein have been adopted pursuant to Resolution 2018-** of the RTA Board of Directors adopted <<DATE>> and any subsequent amendments. Resolution 2018-** is attached as Appendix A to this handbook.

Section 1.4 References to County Ordinance and Reliance on County Policies

The RTA is an independent agency separate from the County of San Luis Obispo (the County) and is not subject to the County Civil Service ordinances. Nonetheless, in recognition of the RTA' Board's direction for consistency between many RTA and County employee policies, and a desire to minimize the length and level of detail in this document where possible, certain sections of the County's ordinances are referred to herein and incorporated by reference when applicable. As referenced throughout the Handbook, the County Human Resources Department serves as the "third party contractor providing human resource services to RTA" and provides expertise on personnel matters as needed. Any conflicts between the County's ordinances and

these Employee Policies and Procedures shall be construed in favor of the Policies and Procedures.

Section 1.5 Amendments to This Policy

All amendments to the policies in this document shall be made only through the approval of the RTA Board consistent with the requirements to the extent applicable under applicable statutes. The RTA Executive Director or designee has the authority to issue day-to-day operational guidelines through Transportation, Maintenance and Administrative Bulletins, which are not required to be amended into the Handbook. Bulletins are distributed to RTA employees and posted at RTA operating facilities.

ARTICLE 2 EMPLOYMENT

Section 2.1. Employee Status

2.1.1 Definitions:

2.1.1.1 Regularly Scheduled: The employee status designations described below will be determined by averaging the number of weekly hours worked during the previous four (4) pay periods and will include an analysis of the average number of weekly hours the RTA expects the employee to work over the ensuing four (4) pay periods.

2.1.1.2 Full-Time Employee: An employee who is regularly scheduled to work more than 35 hours per pay period week. RTA-designated Full-Time employees are eligible for benefits as described in this Handbook.

2.1.1.3 Part-Time Health-Benefited Employee: An employee who is regularly scheduled to work between 30 and 35 hours per pay period week.

2.1.1.4 Part-Time Employee: An employee who is regularly scheduled to work less than 30 hours per pay period week and who regularly works more than 20 hours over two consecutive pay periods.

2.1.1.5 Casual Employee: An employee who is not promised a regular schedule with regular hours each week. Employees in this position have the right to refuse work without consequences unless the employee has committed to work an open shift. This classification suits employees with outside employment or other commitments.

2.1.1.6 Exempt Employee: Exempt employees are those employees who are exempt (as defined by the Fair Labor Standards Act (FLSA)) from earning overtime compensation, and are paid a fixed amount on a per pay period basis.

2.1.2 Terms of Employment

There are two terms of Employment at RTA: At-will and Agreement.

2.1.2.1 At-will: The RTA or the employee may terminate the employment relationship “at will” and there is no expressed or implied property right to a position with the RTA. The RTA retains the right to demote, discipline, change job duties, or alter the terms of employment, at any time, as provided herein. No one other than the RTA Board has the authority to alter this arrangement, to enter into a verbal or written agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Any such agreement must be in writing and approved by the RTA Board.

There may be times when the business needs or interests of the RTA or its Member Jurisdictions become inconsistent with your experience, skills, talents, abilities, or desires. There may also be situations in which efforts to train, support, or encourage you to become more successful in the workplace are unsuccessful. In such circumstances, particularly when your continued employment may have a negative impact on co-workers, the RTA, or the public, the RTA retains the right to terminate your employment, with or without “cause” and with or without notice, depending on the facts and circumstances of a given situation.

At-will status means that an employee may be terminated for any lawful reason, even if it doesn’t rise to the level of “cause,” which is misconduct or a willful violation of workplace standards of behavior. For example, an at-will employee may be terminated for performance-based reasons after provided with direction and an opportunity to improve, even if the performance deficiency does not constitute misconduct.

This policy may not be modified by the conduct of any employee or agent of the RTA or by any verbal representation of any manager. No employee other than the Board or Executive Director can modify this policy in any manner or enter into any agreement that is contrary to this policy unless it is in writing and signed by the Executive Director and subsequently reported to the RTA Board at its next regularly-scheduled meeting.

2.1.2.2 Collective Bargaining Agreement (CBA): an agreement between the RTA and a trade union setting forth the terms and conditions of employment or containing provisions in regard to rates of pay, hours of work and other working conditions.

2.1.3 Resignations

Employees who choose to leave our employment are asked to give notice.

All terminating employees will be required to participate in an exit interview. The purpose of the interview is to be certain the reasons for the employee’s termination are not founded on a misunderstanding or erroneous situation. The interview will also cover what compensation the employee will be paid upon separation and when termination of benefits will occur.

Employees are expected to turn in all property assigned to them at the time of termination.

2.1.3.1 Return of Property: The RTA may loan you property, materials or written information to help you do your job. You are responsible for protecting and controlling any property we loan you. You must also return any property given to you promptly upon request. If you terminate your employment at the RTA, you must return all organization property immediately.

The following are items that may be issued to you (not all employees will receive each and every item):

- Badges
- Keys
- Cell Phones
- Protective Equipment
- Security Passwords
- Tools
- Uniforms
- Credit Card(s)
- Laptop Computer

If you do not return our property and if the law allows, we may take money from your regular or final paycheck to cover the current replacement cost of all unreturned or damaged property. We may also take legal action to secure the RTA property.

2.1.4 Re-employment Policy

Employees who left our employment in good standing will be considered for open positions along with other applicants.

Section 2.2 Immigration Control and Enforcement Policy

Our policy to fully comply with the regulations of the Immigration Reform and Control Act of 1986 (as amended) enforced by the Department of Homeland Security. We will hire only American citizens and non-citizens who are authorized to work in the United States. The law requires the RTA to do five things:

1. All new employees must complete Section 1 of the I-9 form within three business days of hire.
2. Check documents establishing employees' identity and eligibility to work.
3. The authorized RTA employee examining the documents must complete Section 2 of the I-9 Form and the Certification Section.
4. Retain the form for at least three years or until one year after the person leaves our employment.
5. Present the form for inspection to the Department of Homeland Security or Department of Labor officer upon request.

If an employee is hired for less than three days, Form I-9 still must be completed before the end of the employee's first working day. The I-9 Form contains instructions for completion. The employee assigned to this task must follow those instructions completely. I-9 Forms are to be kept separate from all other personnel records.

Section 2.3 Management Authority

2.3.1 Introduction

The RTA Executive Director is appointed by the RTA Board and is responsible for administration of and adherence to the personnel system, and may delegate any such powers and duties to any other officer or employee. The RTA Executive Director, or designee, shall have the authority to appoint, promote, transfer, discipline and terminate any employee of RTA in accordance with the procedures set forth herein. The RTA, acting by and through the RTA Executive Director, reserves to itself the exclusive authority to: determine the administrative goals and objectives of agency; set standards of performance; determine the procedures and standards of selection for employment and promotion; direct employees; take disciplinary action; lay off employees due to lack of work, funding, or other legitimate reasons; maintain the efficiency of the RTA's activities; determine the methods, means, and personnel by which the RTA's activities are to be conducted; determine the content of position classifications; and exercise control and discretion over the organization and the equipment and technology required to perform its goals and objectives. The RTA Executive Director may report to the Board or the Executive Committee of the Board on the status of personnel issues and relations within the RTA.

2.3.2 Change in Employment Assignments (refer to CBA for those covered)

The RTA reserves the right to change the job assignment of any employee within their current job classification at any time.

2.3.3 Hiring Powers

The RTA Executive Director and any other positions designated by the Board are hired by, and serve at the pleasure of, the Board pursuant to Contracts for Employment. All other employees of the RTA are hired by the RTA Executive Director and are subject to the policies and procedures contained in this Handbook, as well as all other RTA policies, rules, practices and procedures.

2.3.4 Reduction in Work Force (Layoff) (reference the CBA for those covered)

Whenever, in the judgment of the RTA Executive Director and/or the RTA Board, it becomes necessary to reduce the number of positions, the Board may abolish a position or positions, and if necessary reduce personnel by laying off employees.

Determination of which classifications to reduce shall be at the sole discretion of the RTA Board or in accordance with contract agreements.

2.3.4.1 Determination of which employees to lay off shall be at the sole discretion of the RTA Executive Director, based first on financial, organizational and programmatic needs.

2.3.4.2 Written Notice: Written notice of layoff shall be served on affected employees in person or by certified letter mailed to the last address on file with the RTA. Notice will be served or mailed at least thirty (30) calendar days prior to the effective date of the separation. Notice shall be deemed served upon personal service or, in the case of certified mail, upon mailing.

Section 2.4 Medical Qualification

2.4.1 Medical Standards Policy

Employees shall meet the medical standards of the position to which they are appointed and are required to perform the essential functions of their position with or without reasonable accommodation. All application and interpretation of this article shall be subject to the provisions of the Americans with Disabilities Act, California Fair Employment and Housing Act, and all other related statutes and regulations.

2.4.2 New Employee Medical Qualification

After receiving a conditional offer of employment and prior to starting work, all candidates who will control the movement of an RTA revenue vehicle shall be required to take and pass a qualifying medical examination as a condition of employment. Qualifying medical examinations shall be made at the expense of RTA.

2.4.3 Medical Standards

Minimum medical standards for each position shall be maintained in writing by Human Resources and kept updated for all job classifications. Positions within a classification may have additional standards, which may be identified at the time of a medical evaluation.

2.4.4 Current Employee Medical Examination

All employees whose position entails the movement or control of an RTA revenue vehicle will be required to maintain a valid Medical Examiner's Certificate in order to remain in compliance with Commercial Drivers' License and other requirements. This Certificate will be maintained at the RTA's expense. If a first medical examination results in a medical disqualification, a current employee may request that a second qualifying medical examination be performed by a different medical examiner at their expense.

In addition, a current RTA employee may be required to submit to a medical examination when the RTA Executive Director reasonably believes that a medical or psychological condition is affecting an employee's ability to perform the essential functions of the job, when an employee is re-assigned or promoted to a position which has substantially different essential functions that warrant a determination of medical qualification, or upon return from a medical leave of absence. If upon return from a medical leave of absence, the employee will be on an

administrative leave of absence until the initial exam and initial results are provided. Final determination regarding medical qualification shall rest with the RTA Executive Director.

2.4.5 Medical Disqualification

2.4.5.1 Candidates for Employment: A candidate for employment who fails to meet the medical standards of the position applied for shall be disqualified and their name removed from the eligible list for the job. Human Resources shall notify the candidate in writing of the disqualification and such notification shall include a general statement describing the reason for disqualification.

2.4.5.2 Current Employees: A current employee who fails to meet the medical standards of their position as demonstrated during a periodic medical recertification shall be placed on an unpaid leave of absence to provide an opportunity to obtain a valid medical certificate. If the employee is unable to obtain a valid medical upon the end of the leave of absence, the RTA will conduct an Interactive Process to evaluate potential reasonable accommodations, if any.

In addition, a current employee whose objective performance or conduct reasonably suggests to management that the employee is unable to perform the essential duties of his or her position shall be required to complete a fitness for duty examination at the RTA's cost. If the findings from this examination demonstrate a failure to meet the medical standards of their position, the employee shall be placed on an unpaid leave of absence to provide an opportunity to obtain a valid fitness for duty certification. If the employee is unable to obtain a valid fitness for duty certification by the end of the leave of absence, the RTA will conduct an Interactive Process to evaluate potential reasonable accommodations, if any. An employee who refuses to participate in a fitness for duty examination will be disqualified and their employment terminated without fault.

Compliance with the Americans with Disabilities Act and the California Fair Employment & Housing Act shall be evaluated prior to any such termination decision. Employees who are terminated for medical disqualification shall be issued a Notice of Termination by Medical Disqualification, which shall be served upon the employee in-person, by certified mail, or by other means confirming delivery. Service of the order shall be deemed complete upon personal service or, in the case of certified mail, upon mailing.

2.4.6 Review of Medical Disqualification (refer to the CBA for those covered)

Candidates for employment who fail a qualifying medical examination and are disqualified for employment shall have no contractual rights to appeal the final determination. Current at-will RTA employees who fail a qualifying medical examination and are terminated due to medical disqualification have no rights to appeal the final determination.

Section 2.5 Personnel Records

2.5.1 Official Personnel Records

The RTA Executive Director, or his or her designee, shall be responsible for maintaining a paper or electronic official personnel file for each employee.

2.5.1.1 Content of Official Personnel File: The file shall include, but not be limited to the following information:

- a. Original application materials.
- b. Employment contracts, if applicable.
- c. Information regarding change of Employee Status or Classification.
- d. Performance Evaluations.
- e. Payroll withholding authorizations.
- f. W-4 form.
- g. Disciplinary and other performance memoranda.
- h. Letters of appreciation.
- i. Copies of Licensure and Certificates required for employee's position (Training File).
- j. Academic or training certificates related to employee's position (Training File).

2.5.1.2 Excluded Content: The following documents shall not be placed in an employee's official personnel file:

- a. I-9 Forms.
- b. Any medical evaluation information, medical notes from a physician or documentation regarding an employee's medical condition or fitness for duty.
- c. Any medical information pertaining to leaves of absence, requested or approved.
- d. Any documentation with EEO statistics or other protected status information.
- e. Any documentation prohibited from an employee's file by federal or state law.

2.5.2 Confidential Medical File

Medical information must not be placed in an employee's official personnel file or training file. Human Resources shall maintain a confidential medical file for each employee that is kept physically separate from the employee's official personnel file and training file. The confidential medical file shall contain the following:

- a. Family /Medical leave or pregnancy-disability leave request forms if the employee has disclosed the nature of his or her illness.
- b. Return to work releases with any information regarding the employee's condition, diagnosis, prognosis or prescribed medications or specific treatment regimens.
- c. Workers' compensation records.
- d. Medical information about the employee related to reasonable accommodation under the Americans with Disabilities Act or Fair Employment and Housing Act.
- e. Any documentation related to a fitness for duty examination or determination.
- f. Any other medical information.

2.5.2.1 HIPAA and CMIA: The RTA will follow the Health Insurance Portability and Accountability Act (HIPAA) and the California Confidentiality of Medical Information Act (CMIA) privacy and security provisions which apply to Protected Health Information (PHI) maintained by the organization

2.5.3 Employee Review of Personnel File

Employees or their authorized representatives have the right to review the contents of their official personnel file by providing Human Resources with a written request. Human Resources will provide access to the file within five (5) work days at the RTA Administrative office or other appropriate location. Employees or their representatives do not have the right to review the contents of the confidential medical file; the RTA will produce confidential medical files sought through an administrative or judicial process and with the employee's express authorization. The RTA shall keep a record of all inspections of employee records by persons other than the RTA Executive Director or his or her authorized designee. Such record shall include employee name, date, name and signature of person reviewing the employee file.

2.5.4 Personal Data Changes

It is important that the RTA maintain certain personal information about its employees. Employees are responsible to inform Human Resources whenever there is a change in mailing address, telephone numbers, marital status, dependents' information, educational accomplishments, and other possibly related information.

The RTA also maintains information about who to contact in case of an emergency. If an employee needs to change personal information or has questions about what information is required, the employee should contact Human Resources.

2.5.5 Confidentiality of Employee Records

The confidentiality of employee records shall be maintained by designated RTA personnel. These records shall only be made available to individuals specifically authorized by this policy or by the RTA Executive Director.

Personnel files are the property of the RTA and may not be removed from RTA premises without written authorization from the RTA Executive Director.

2.5.6 Employment References

It is the policy of the RTA that professional or character references will not be given for current and former employees except by the RTA Executive Director or his or her designee. All reference requests should be referred to and handled by Human Resources. Responses to requests will include dates of employment, title, classification and rate of pay (if accompanied by a signed authorization by the former or current employee to release such information) only.

Section 2.6 Work Regulations

2.6.1 Attendance/Punctuality Policy (reference the CBA for those covered)

We expect employees to be reliable and punctual. Employees should report for work on time and as scheduled. If an employee cannot report to work as scheduled, the employee must notify his or her immediate supervisor as soon as possible.

Unplanned absences can disrupt work, inconvenience other employees, and affect productivity. Employees who demonstrated poor attendance record or excessive tardiness may be subject to disciplinary action, up to and including termination of employment. Disciplinary action will begin with the fourth (4) counted unexcused absence or tardiness within a floating 180-day period. This policy will be interpreted and enforced consistently with the Federal Family & Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and the California Fair Employment and Housing Act pregnancy disability leave provisions, for employees who use authorized intermittent leave.

2.6.2 Personal Telephone Calls (reference the CBA for those covered)

Personal telephone calls whether on RTA office phones or personal mobile phones are to be limited to essential matters and kept as brief as possible. Under no circumstances may an employee use a mobile phone or other personal electronic device while sitting in the driver's seat of a moving vehicle or while a vehicle is stopped in the lane of travel. Continued excessive use of phones for personal matters is subject to disciplinary action.

2.6.3 Smoking and Use of Tobacco Products

The RTA prohibits the use of tobacco products or the use of smokeless (“vaping”) products in the workplace, including without limitation marijuana. Smoking is prohibited within the confines of any RTA office and prohibited within 25 feet of RTA buildings, bus stops or vehicles. Smoking will be permitted out of doors only in an area designated by the RTA Executive Director or City Ordinances. All cigarettes or other smoking devices or materials are to be extinguished and properly disposed of prior to entering any RTA office or vehicle.

2.6.3.1 San Luis Obispo Ordinance on Smoking in Public Areas

San Luis Obispo city ordinance 1545 prohibits smoking in public areas where nonsmokers are present or expected to arrive. This includes the Government Center and the downtown area of San Luis Obispo. RTA employees are prohibited from smoking in a public place within the City of San Luis Obispo limits while on duty. The City defines a “Public Area” as: “any place, public or private, open to the general public regardless of any fee or age requirement, including, for example, streets, sidewalks, parking lots, parking garages, bars, restaurants, clubs, stores, stadiums, parks, playgrounds, taxis and buses.”

2.6.4 Dress and Grooming Standards

The RTA considers the presentation of RTA’s image to its clients, customers and the public to be extremely important. Accordingly, it is expected that all employees will wear apparel provided or approved by RTA while on-duty for those covered by the CBA. Each employee is expected to be neat and clean in appearance, with clean RTA apparel and good personal hygiene. All non-CBA covered employees are expected to be in business casual attire with name badges on while at work.

2.6.5 Employment of Relatives

The RTA will require a cooperatively developed supervisory plan with the RTA Executive Director or his or her designee for any employee promoted into a supervisory position that oversees a relative, or member of his or her household. The RTA will not hire someone in a position where he or she is directly or indirectly supervised by a relative or member of his or her household. “Relatives” are defined as husband, wife, son or daughter (including in-laws and step children), father or mother (including in-laws and step parents), brother or sister (including in-laws and step siblings), grandchild or grandparents and persons related by marriage or domestic partnership.

2.6.6 Use of Technology, Networks and Internet Policy

All employees using RTA computing and information resources are expected to act in a responsible and professional manner by complying with all policies, relevant laws, and contractual agreements related to computers, RTA-issued mobile devices, networks, software,

computer information and data to which an employee has access. All employees shall comply with all acceptable use technology-related policies adopted by the RTA.

Internet access is provided to individuals based upon business needs that benefit the organization through connection to worldwide information resources. Wireless accessibility via personal devices (smartphones, tablets etc.) will not be provided to employees unless authorized by the RTA Executive Director. Employees have a responsibility to maintain and enhance the RTA's public image while accessing the Internet by following these guidelines:

- a. Employees using Internet access via our hardware and software are representing the organization. As such, their conduct should be ethical and lawful at all times. Channels may be accessed for official organizational business to gain technical or analytical information and to establish business contacts.
- b. Internet access should not be used for personal gain or advancement of personal views, for solicitation of non-RTA business, or result in the disruption of our organizational network operation or interfere with personal productivity at work.
- c. Employees are responsible for the content of all text, audio, or images they place or send over the Internet. Fraudulent, harassing, or obscene messages are prohibited. All messages transmitted for RTA business purposes on the Internet should be identified with the employee's name. Employees may not obscure the origin of messages and the information published should not violate or infringe upon the rights of others. Abusive, profane or offensive language transmitted through the system is strictly prohibited.
- d. Employees may not download software without the express acknowledgement and support of the Network Administrator to ensure that proper licenses are obtained and viruses are not transmitted.
- e. Employees may not send or upload any copyrighted materials, trade secrets, proprietary information, or similar materials to third parties. Employees may not violate the copyright laws in regard to receipt/download of materials available on the Internet by copying and disseminating information, except for purposes falling under the category of "fair use".
- f. All messages created, sent, or retrieved over the Internet are the property of the RTA and should be considered public information. The RTA reserves the right to access and monitor all messages and files on the computer system at any time. All communications can be disclosed to law enforcement officials or other third parties without prior consent of the sender or the receiver. More details are outlined in the Public Records Act.
- g. Harassment of any kind is strictly prohibited. Messages with derogatory or inflammatory remarks regarding race, religion, national origin or citizenship, sexual orientation, gender identity or expression, disability, or other protected attributes may not be transmitted.

Violations of this Policy may result in disciplinary action up to and including termination and illegal activities may result in prosecution by legal authorities.

2.6.6.1 Personal Blogs/Social Networking

- a. Employees are not allowed to use organization-owned equipment, including computers, organization licensed software or other electronic devices, equipment or facilities on organization time to conduct personal blogging or social network activities.
- b. Employees may not use the organization logo or trademark on their personal blogs or networks.
- c. Employees may not post photographs or videos of other employees or their family members, customers, or vendors on personal posts.
- d. Employees are not to link from a personal blog or social network to the organization's internal or external websites.
- e. Employees are responsible for their commentary on blogs and social networks. Employees can be held personally liable for comments that are slanderous, obscene, defamatory or libelous by any offended party. Posts that include illegal content may result in prosecution by legal authorities.

Employees who have any questions regarding the proper use of social networking/blogging should contact their supervisor, manager, or director.

2.6.7 Conflicts of Interest

Employees are expected to devote their best efforts and attention to the performance of their jobs. Employees are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between the employee's personal interests and the interests of the RTA. A conflict of interest exists where the employee's loyalties or actions are divided between the RTA's interests and those of another, such as a business, individual or another public agency with which the RTA's interests may conflict. Both the fact and the appearance of a conflict of interest should be avoided. Employees unsure as to whether a certain transaction, activity or relationship constitutes a conflict of interest should refer to the Conflict of Interest Policy and discuss it with their immediate supervisor or the RTA Executive Director for clarification.

While it is not feasible to describe all possible conflicts of interest that could develop, some of the more common conflicts, from which employees should refrain, include the following:

- a. Accepting personal gifts or entertainment (including meals) from individuals, other public agencies, customers, suppliers, or potential suppliers;
- b. Working for any individual, business or entity with which the RTA's interests may conflict, including those listed above;
- c. Having a direct or indirect financial interest in or relationship with any individual, business or entity with which the RTA's interests may conflict, or with whom the RTA has a business relationship, including those listed above;

- d. Engaging in self-employment in competition with the RTA;
- e. Using proprietary or confidential RTA information for personal gain or to the RTA's detriment;
- f. Using RTA assets or labor for personal use;
- g. Acquiring any interest in property or assets of any kind, including a service-related business, for the purpose of selling or leasing the property, assets or services to the RTA;
- h. Unauthorized commitment of RTA financial or staff resources or other support to any outside activity, organization, or person;
- i. Developing a personal relationship with a subordinate employee of the RTA that might interfere with the exercise of impartial judgment in decisions affecting the RTA or any employees of the RTA. If an employee or someone with whom an employee has a close relationship (a family member or close companion) has a financial or employment relationship with a supplier, potential supplier, customer, business, individual or another public agency, with which the RTA's interests conflict the employee must disclose this fact in writing to the RTA Executive Director. Employees should be aware that if they enter into a personal relationship with a subordinate employee or with an employee of a supplier, potential supplier, customer, business, individual or another public agency, with which the RTA's interests conflict, a conflict of interest may exist which requires full disclosure to the RTA.

Employees planning to engage in outside employment must first disclose such employment to the RTA Executive Director to ensure it does not pose a conflict of interest or is otherwise incompatible with the RTA or its mission. Failure to adhere to this guideline, including failure to disclose any conflicts or to seek an exception, will result in discipline, up to and including termination of employment.

No employee shall use the authority, information or privileges associated with his or her position for personal gain. Evidence of using a position for personal gain may be interpreted as a breach of terms of employment and serve as a basis for discipline up to and including termination.

2.6.8 Safety

The Occupational Safety and Health Act (OSHA) require all employers to provide a safe and healthful workplace for their employees. In this regard, it is important that adequate policies and procedures be developed and adhered to in order to ensure safe, efficient operating conditions, thereby safeguarding employees and facilities.

Our organization will not knowingly permit unsafe conditions to exist, nor will it permit employees to indulge in unsafe acts. In-depth information is outlined in the *System Safety Program Plan*. Violations of organization rules and regulations will result in disciplinary action.

The organization believes that the safety of employees and physical property can best be ensured by a meaningful safety program.

2.6.9 Security/Violence in the Workplace

As detailed in the *RTA Policy Against Workplace Violence*, the RTA will not tolerate violent acts or threats of violence, whether verbal, written, or implied, towards employees by other RTA employees, customers or members of the public. For purposes of this policy, “violence” includes any willful touching of a person in a harmful, threatening or unwanted way. A “threat” of violence includes any statement, course of conduct or other action that would cause a reasonable person to believe that violence may occur. Any incident of violence or threat of violence by any RTA personnel or any other person should be reported promptly to the employee’s supervisor, Human Resources or the RTA Executive Director. Supervisors or any other employee of the RTA who receive complaints or who observe conduct in violation of this policy shall inform Human Resources and the RTA Executive Director immediately.

2.6.10 Drug-Free Workplace Policy

The RTA recognizes that the abuse of alcohol and use of illegal drugs by any employee threatens the health and safety of that employee, the employee’s co-workers, and the general public. The RTA also recognizes that employees should be able to work in an alcohol and drug-free environment, and to work with other employees who are alcohol and drug-free. The RTA has, therefore, adopted drug and alcohol testing policies for all employees and prospective employees. Refer to the *RTA Drug & Alcohol Policy, Program and Procedures* and the *RTA Non-DOT Drug and Alcohol Policy and Testing Provisions* for more information.

2.6.11 Vehicle Collision and Incident Reporting

Every employee shall make one (1) report for each vehicle collision or safety incident occurring during the employee’s run or shift, as required by the RTA. Such report shall be made not later than the completion of the employee’s run or shift.

The RTA pays 100% of the premium on insurance provided by our Workers’ Compensation program. This law was designed to provide employees with benefits for any injury which an employee incurs arising out of their employment with the organization.

Under the provisions of the law, if an employee is injured while at work for the organization, this injury must be reported immediately to his or her supervisor, no matter how slight it might seem. Failure to do so could result in a denial by the insurer of any claim an employee may submit for Workers’ Compensation benefits. Even late reported injuries may result in delay or denial of Workers’ Compensation benefits.

2.6.11.1 Paid Time to Complete Report: Employees who are required to make a report shall be allowed up to twenty (20) minutes of paid time, except that no allowance shall

be granted when said report can be completed in time already being paid on the date report is being made. In the event travel is required, the employee shall be paid travel time (scheduled running time) and same shall be subject to the overtime provision (if applicable). All other reports and interviews required by the RTA shall be paid for at the straight time rate.

2.6.11.2 Determination of Preventability: All vehicle collisions and safety incidents will be reviewed by the Operations Manager or designated Safety Committee. Where a collision or incident is determined to have been preventable, the employee will be notified in writing within ten (10) work days from the date of the RTA knowledge of a collision or incident (except in rare cases, such as insufficient information for the decision of preventability to be made). Discipline may apply if the employee's conduct that led to the collision or incident was found to be improper. Any determination of preventability or disciplinary action will be based on the circumstances of the incident but will not adversely affect the processing of any Workers' Compensation claim or industrial injury benefits. Determinations of whether or not a claim of industrial injury is compensable under applicable workers' compensation standards will be made by the RTA's third-party claims administrator.

2.6.11.3 Appeal of Preventability Determination: The employee may request in writing a review of the decision according to the procedures identified in Article 8 Grievance Procedures.

2.6.12 Solicitation Prohibited

Employees are prohibited from soliciting (personally or via electronic mail or text messaging) for membership, pledges, subscriptions, the collection of money or for any other unauthorized purpose anywhere on RTA property during work time, especially those of a partisan or political nature. "Work time" includes time spent in actual performance of job duties but does not include lunch periods or breaks. Non-working employees may not solicit or distribute to working employees. Persons who are not employed by the RTA may not solicit or distribute for membership, pledges, subscriptions, literature or petitions on the RTA's premises at any time for any reason. Employees are prohibited from distributing, circulating or posting (on bulletin boards, refrigerators, walls, etc.) literature, petitions or other materials at any time for any purpose without the prior approval of the RTA Executive Director or his or her designee.

2.6.13 Visitors at Work

All visitors, including an employee's family members, who wish to see an employee during working hours, must first check in at the front office. Visitors may be required to sign in and receive a visitor's badge. If a visit involves an emergency, the employee will be notified immediately, and will receive all possible cooperation from management.

Visitors should not disrupt business. Please remind your friends and relatives that unless there is an emergency involved, they should not disturb you while you are working. Refer to the *Transporting Family and Friends Bulletin* if they will be using the RTA as their way of transportation.

Section 2.7 Work Week and Work Schedules

2.7.1 Workweek Defined

For the purposes of payroll and the Fair Labor Standards Act salary calculation, the workweek shall begin at 12:00 am on Sunday and will end at 11:59 pm on Saturday.

2.7.2 Assignment of Work Schedules (refer to the CBA for those covered)

For at-will employees, the RTA Executive Director or his or her designee has sole discretion to assign the work schedule of all employees working for the RTA. To the extent possible, at least 24-hours advance notice shall be provided for any short-term or temporary reassignment of work schedule; at least 7 days advance notice shall be provided for any long-term reassignment of work schedule.

2.7.3 Break and Meal Periods (refer to the CBA for those covered)

The RTA will design Bus Operator shifts to comply with California Industrial Welfare Commission Wage Order Number 9, which regulates wages, hours and working conditions in the transportation industry.

2.7.3.1 Break Periods: For all at-will employees, California law states employers need only to provide rest breaks, but not ensure that rest breaks are taken. Every employer must authorize and permit nonexempt employees to take rest breaks, which if practicable should be in the middle of each work period. The rest break must be based on the total hours worked daily at the rate of 10 minutes rest time per four hours of work. Rest breaks need not be allowed for employees whose total work time is less than 3 1/2 hours per day.

2.7.3.2 Meal Periods: For all at-will employees, no employee should work more than five hours without having a meal period of at least 30 minutes, except when a work period of not more than six hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee in writing. Employees shall be relieved from all duties during their meal period. If the employee is not relieved of all duty during a meal period, the meal period shall be considered an "on duty" meal period and is counted as time worked. On-duty meal periods should be noted on time records for the applicable pay period. We encourage all employees to take their meal period and be relieved from duty during that period.

2.7.4 Work Schedule During a Holiday Week (refer to the CBA for those covered)

During any week in which a holiday occurs, all full-time employees shall receive pay for all hours worked in addition to Holiday pay (if applicable).

2.7.5 Overtime

Nonexempt status employees shall receive pay calculated at time and one-half (1½) for all authorized overtime worked during the pay period. Exempt employees are not eligible for overtime pay.

2.7.5.1 Overtime Defined: Overtime and overtime pay shall be defined and calculated pursuant to the provisions of the Fair Labor Standards Act. In general, "overtime" means the time spent in the performance of work ordered or authorized by the Supervisor which is in excess of forty (40) productive hours worked in any work week. Productive hours include only regular time worked and does not include holidays, vacation, PTO, sick, administrative, personal, or other authorized leave.

2.7.5.2 Prior Authorization: Nonexempt employees may only work overtime that has been approved in advance by their Supervisor. In the rare event that overtime must be worked and prior approval is not feasible, the employee shall notify their Supervisor as soon as reasonable.

2.7.5.3 Travel: Employees traveling to and from locations outside of San Luis Obispo County that involve RTA matters in which the employee is required to attend as a condition of his or her employment are expected to do so within the hours available during a normal 40-hour work week, if feasible and practical. If not feasible or practical, and travel time results in greater than 40 hours worked, such time will be compensated with paid time off or other pay as specified above. Seminars, conferences and related events are generally considered to be a privilege and not a condition of employment, unless the employee is expressly directed by a Supervisor to attend or participate.

Employees who wish to attend such events are expected to arrange for transportation and travel time during normal RTA working hours to the extent possible, or on their own non-compensable time outside of normal working hours. If warranted by circumstances, the RTA Executive Director is authorized to approve, in advance, paid time for such travel on a case-by-case basis.

2.7.6 Miss-Outs and Work Assignment (refer to the CBA for those covered)

A “miss-out” is defined to be: Each failure of any employee to report for duty at the proper time and at the proper place at which his or her assigned duties are scheduled to start. An employee who fails to report for their assignment at the proper time and place, or who fails to provide timely advance notice of for use of authorized intermittent leave, shall be charged with a miss-out. Disciplinary action up to and including termination is determined and enforced by each Department.

2.7.6.1 Waiver: The department manager may waive the imposition of a disciplinary penalty for a “miss-out” as hereinabove provided whenever, in his or her opinion, a valid reason for such “miss-out” exists.

2.7.7 Emergency Call-Back Minimum Hours (refer to the CBA for those covered)

Whenever an employee has completed a normally scheduled shift and has left the worksite and their supervisor or designee calls the employee back to work when not regularly scheduled to be on duty, compensation will be for a minimum of two (2) hours.

On an unscheduled emergency, an employee shall receive a minimum of (1) one hour pay at the applicable overtime rate (if applicable).

2.7.8 Premium Pay (refer to the CBA for those covered)

A Bus Operator who is assigned by the RTA Supervisor to work with a trainee, fill in as Dispatcher or Scheduler or other RTA Executive Director-approved duties will be paid a premium, in addition to the employee’s hourly wage rate, while performing these duties.

2.7.9 Driver’s Log

Those employees who obtain and Commercial Driver’s License (CDL) are required to keep a log of hours worked per the Federal Motor Carrier laws. A log is required under the following conditions.

1. On duty twelve (12) hours or more in a day: When an employee works more than twelve (12) hours in a day they fail to meet the exception in CCR Title 13, Div. 2, Chap. 6.5, Art. 3, Sec. 1212(e) and therefore must complete a log.
2. Days a CDL employee works two (2) jobs in one day: A log is required in the case so that the CDL employee can demonstrate to each employer AND the CHP that they are not in violation.

ARTICLE 3

COMPENSATION, BENEFITS AND LEAVES

Section 3.1 Compensation

3.1.1 Regulation of Compensation by the RTA Board (refer to the CBA for those covered)

Compensation of all employees of the RTA shall be determined by the RTA Board of Directors except as otherwise required by law. Human Resources shall maintain a salary table that includes all active classification titles and a corresponding seven step pay scale for each classification. A copy of the job classifications is included as **Appendix B**, which may be updated annually during the budget-making process. The RTA Board of Directors shall establish the first step for each classification in the table, also known as the salary range. Employees shall be paid a base salary, no less than Step 1 and no greater than Step 7 of the salary range approved by the RTA Board for the classification to which they are appointed.

3.1.2 Administration of the compensation plan

The RTA Executive Director shall have discretion to set the salary of an employee at any step within the salary range approved by the RTA Board for the classification to which the employee is appointed, subject to the following conditions:

3.1.2.1 Any employee who is promoted to a classification with a higher salary range shall receive a salary increase to a step in the new salary range that is not less than the pay previously received. In no case shall the new salary exceed the highest step of the salary range.

3.1.2.2 Market adjustments are done on a position-by-position basis based upon market data and could result in pay adjustments for the individuals in those positions at anytime. The market adjustment is not intended to compensate employees for general inflation or cost of living increases. Market adjustments require approval of the RTA Board as part of an amendment to Appendix B.

3.1.2.3 Upon receiving a “Satisfactory” or better performance evaluation, the RTA Executive Director may grant an employee a salary increase to the next step in the salary range. In no case shall the new salary exceed the highest step of the salary range. The performance evaluation may be a regular evaluation or probationary evaluation.

3.1.2.4 Upon receiving an overall “Unsatisfactory” performance evaluation, the RTA Executive Director may lock an employee’s salary at his or her current salary until the employee’s performance is improved to “Satisfactory” or better. The performance evaluation may be a regular evaluation or probationary evaluation. An ensuing “Unsatisfactory” performance evaluation shall be subject to the provisions of Article 7 (Disciplinary Actions) of this policy.

3.1.2.5 An employee who voluntarily demotes to avoid layoff or voluntarily demotes due to personal reasons may be placed by the RTA Executive Director at any step in the salary range of the new classification not to exceed their current step without a concurrent performance evaluation.

3.1.3 Compensation – Payment Procedures (refer to the CBA for those covered)

Policies and procedures for payment of compensation can be summarized as follows:

3.1.3.1 Time-Keeping: All employees (exempt and nonexempt) are required to record their hours worked. The RTA Executive Director will designate those nonexempt employee classifications that are required to clock in and out at the beginning and end of their shift and for their lunches. If for any reason an employee is unable to use the time clock, the employee must submit an Exception Timesheet with the clock in/out times listed. For exempt employees time-keeping is for business purposes unrelated to compensation for hours worked, whereas nonexempt are paid only for hours worked.

3.1.3.2 Biweekly Payment: The RTA will make every effort to issue the payroll every other Friday starting no later 5:00 AM. In the event a Holiday falls on a Friday, the RTA will make every effort to issue the payroll on the previous day. However, should a system breakdown occur, the payroll will be issued no later than the following Wednesday. No loss in pay will result should this occur.

3.1.4 Direct Deposit

Employees are encouraged to participate in the RTA's direct deposit of wages program. Human Resources will make the arrangement for direct deposit with any credit union or bank that has electronic transmission capability. Your entire paycheck, or a specified amount, can be deposited. Human Resources will provide the necessary forms upon request.

3.1.5 Final/Termination Paycheck

Final paychecks will be issued as part of the normal payroll cycle. The RTA will attempt to accommodate early release of final/termination paychecks, including accrued but unused vacation, when it is able.

Section 3.2 Employee Benefits

3.2.1 Vacation Policy (reference the CBA for those covered)

Paid vacation is one of the ways the RTA recognizes length of service and performance. Employees covered by a CBA are provided vacation time as outlined in the agreement.

Eligible employees earn paid vacation based on length of continuous service, starting with their first year and increasing throughout their service in a pre-determined accrual formula. Please contact your immediate supervisor for more details.

VACATION ACCRUAL SCHEDULE:

Service Time	Days/year	Accrual Rate	Max Accrual
first year	10	3.08	160
second year	11	3.38	176
third year	12	3.69	192
fourth year	13	4.00	208
fifth year	15	4.62	240
sixth & seventh year	16	4.92	256
eighth & ninth year	17	5.23	272
tenth & eleventh year	18	5.54	288
twelfth & thirteenth year	19	5.85	304
fourteenth + year	20	6.15	320

Employees shall not carry a vacation balance of more than two times their annual rate from one fiscal year to the next. Vacation time may be taken at the request of the employee with the prior approval of his or her manager/supervisor. Vacation time may be approved or denied based on business needs at the time.

All accrued vacation provided by the policy that has not been taken at the time of termination will be paid to the employee. The right to vacation constitutes deferred wages for services rendered. Employment contracts and organization policies may not provide for forfeiture of vested paid time.

3.2.2.1 Maximum Vacation Accrual: The vacation accrual year will be January to December. Employees may accumulate vacation time from one year to the next year up to the maximum hours outlined in the table above. Should an employee's vacation bank exceed this amount, they will cease to accrue hours over maximum not taken at the end of the calendar year. An employee who has had scheduled vacation canceled due to scheduling conflicts will be given an opportunity to schedule the unused vacation in the following vacation accrual year.

3.2.2 Vacation Usage (refer to the CBA for those covered)

3.2.2.1 Use of Vacation Pay: All requests for scheduled use of vacation pay shall be considered and granted at the discretion of the department manager/supervisor. All requests for scheduled vacation shall be made in writing. Requests for the scheduled use of vacation of one day or less shall be made a minimum of two work days prior to

the start of the time-off. Requests for the scheduled use of vacation of two or three days shall be made at least one week prior to the start of the employee's time-off. Requests of more than three days shall be made at least twice as many work days prior to the vacation days being requested (e.g., one week of vacation must be requested at least two weeks in advance). The advance notice requirement may be waived, if warranted, at the discretion of the department manager/supervisor on a case-by-case basis. To the extent possible, the use of vacation during periods of sick leave shall be made with a minimum of two hours' notice to the department manager/supervisor when all sick leave available has been exhausted.

3.2.2.2 Vacation Cash-out: After one year of service with the RTA, employees are eligible to cash-out a portion of their vacation time accrued. A vacation balance in excess of 120 hours may be cashed out during the last pay date of each calendar year. Vacation cash-out eligible employees are required to inform Human Resources one (1) week prior to the last pay date of each calendar year of their request to cash-out and the amount.

3.2.2.3 Vacation Donation: vacation donation allows a qualified employee to voluntarily donate vacation to another qualified employee who is unable to work because of an extended serious illness or injury. The procedure to initiate this process involves sharing the donating employee's intentions with their supervisor and Human Resources. The vacation donation will be limited to 50% of accrued vacation. The RTA will ensure that donated vacation pay will only be used for medical sick leave purposes. Donating employees may only donate hours from their account when it is in excess of sixty (60) hours and only those hours that are in an excess of sixty (60). Donations will be calculated based on the donating and recipient's pay rates. Contact Human Resources for more information regarding donating or applying to receive donated vacation leave.

3.2.2.4 Limitation on Vacation Pay Usage: Vacation shall be paid at the employee's basic straight-time rate on a regularly scheduled workday, but not to exceed scheduled hours per day. Vacation payments to employees who are covered under California Workers' Compensation or disability insurance will be reduced by the amount of disability benefits payable under such plan. In no event will an employee receive pay in excess of his or her regular pay. Vacation pay shall not duplicate any other RTA pay.

3.2.2.5 Vacation Pay Cannot Cause Overtime: Vacation time taken cannot be used to put an employee into an overtime pay status.

3.2.3 Sick Leave (refer to the CBA for those covered)

The RTA provides paid sick time benefits to eligible employees who are temporarily absent due to illness or injury.

3.2.3.1 ELIGIBILITY: All full and part-time employees are eligible. Employees covered by a CBA should refer to the agreement.

All full-time employees accrue sick time benefits at the rate of 12 days per year. Employees shall use paid earned sick time for personal sick time off or FMLA/CFRA leave to care for eligible dependents. See section 3.2.10 for more information.

An employee who is unable to report to work because of an illness or injury should notify his or her supervisor before the scheduled start of his or her workday, if possible. The employee's supervisor must also be contacted on each additional day of absence. Before an employee can return to work after a sick leave absence of 5 calendar days or more, you must provide a doctor's statement releasing to return to full or modified duty.

An employee on sick leave for an extended absence because of an illness or injury must apply for any other available compensation and benefits, such as workers' compensation and/or disability. Sick leave benefits will be used to supplement any payments that an employee is eligible to receive from workers' compensation or the RTA provided disability insurance program(s). The combination of these disability payments and sick leave may not exceed normal weekly pay.

Sick time is not eligible for cash out.

3.2.4 Holidays (refer to the CBA for those covered)

The RTA recognizes the following seven holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day (admin staff only), Christmas Day, and New Year's Day.

3.2.4.1 Full-Time Employee Eligibility: All eligible full-time employees shall receive eight (8) hours at their regular straight time rate of pay for the applicable Holidays outlined above, provided such employee completes their work assignment on their last scheduled or assigned work day prior to such holiday and their first scheduled or assigned work day after such holidays. Those employees who are scheduled to work and are late on the day before or the day after the holiday will be paid for the holiday time provided the employee reports within one (1) hour of his or her report time and in proper uniform. Holiday time shall not be counted when computing overtime pay.

3.2.4.2 Pay Rate for Holidays Worked: If an employee works on an RTA-recognized holiday, that employee will be paid eight hours Holiday pay plus the Holiday rate (time and a half) applicable for the actual hours worked.

3.2.4.3 Day Shifting: For Administrative staff, in the event one of the holidays mentioned in this section falls on a Sunday, the Monday following the Sunday shall be the holiday. Should a holiday fall on a Saturday, the preceding Friday shall be the holiday. Fixed date

holidays (New Year's Day, Christmas Day and Independence Day) are exempt from the day shifting. Please contact your supervisor to verify eligibility.

3.2.4.4 Floating Holidays: Eligible full-time employees receive six (6) floating holidays January 1st of each year. Floating holidays are to be used within the calendar year. If you do not use all floating holidays provided, you will lose them by December 31st of each year. Floating holidays do not roll over from year to year and are not paid out upon termination of employment with the RTA.

3.2.5 Salary Reduction (125) Plan (Pre-Tax Premiums Deductions)

Pre-Tax Premiums is a voluntary program that allows employees to pay the premiums for medical, vision and dental benefits with pre-tax dollars. Under Section 125 of the Internal Revenue Code, an employee may annually elect to reduce his or her taxable salary by the amount paid towards medical, dental and vision premiums. Participation in the salary reduction plan can result in an employee paying less federal, state and Medicare taxes.

Because of the tax savings employees receive, the federal government places certain restrictions on what an employee can and cannot do under this plan. This is an irrevocable choice, meaning that an employee wishing to change a decision to have premiums deducted pre-tax, as well as canceling or changing the benefits associated with these deductions, is not allowed until the next open enrollment period unless an employee experiences a qualifying event as defined in federal law.

3.2.6 Health, Dental, Vision and Life Insurance (refer to the CBA for those covered)

The RTA shall provide the administration of the Group Insurance Plan using Human Resources staff resources or contracted third-party resources.

3.2.6.1 Eligibility: Eligible full-time employees shall be any full-time employee as defined in Section 2.1.1.

3.2.6.2 Coverage Levels: the RTA will cover a portion or all of the medical plan monthly premium offered to each full-time employee for the employee-only option. Unless otherwise stated in your offer letter, the RTA will pay for 95% of the monthly premiums to provide the base healthcare plan (as of January 1, 2018, this plan is known as the "Solutions PPO Plan") for the employee. The employee will be responsible for the remaining 5% through payroll deductions, as well as 100% of the additional monthly premiums should the employee choose a richer medical plan. See Human Resources for more information. In addition, RTA will cover 100% of the dental plan and vision plans for employee-only options unless otherwise stated in your offer letter. Should the employee wish to cover their spouse and/or dependents, the employee shall do so solely at their expense through payroll deductions. Refer to your offer letter for coverage information.

For Part-Time Health-Benefited employees, the RTA will pay for 95% of the monthly premiums to provide the base healthcare plan for the employee. The employee will be responsible for the remaining 5%, as well as 100% of the additional monthly premiums should the employee choose a richer medical plan and/or to cover a spouse/dependents.

The RTA may change insurance carriers at any time, and will strive to provide a comparable level of insurance benefits if a change is necessary.

3.2.6.3 Medical: The medical insurance plan at the RTA offers employees and dependents access to medical care insurance benefits. Only Full-Time and Part-Time Health Benefited employees are eligible to participate in the medical insurance plan.

Eligible employees may participate in the medical insurance plan subject to the terms and conditions of the agreement between the RTA and the insurance carrier.

You will find details of the medical insurance plan in the Summary Plan Description (SPD). When you become eligible, you will receive your SPD and rate information prior to the enrollment date. For questions about medical insurance, contact Human Resources for additional information.

3.2.6.4 Dental: The RTA offers dental coverage for full-time employees.

3.2.6.5 Vision: The RTA offers vision coverage for full-time employees.

3.2.6.6 Incidental Benefit for Opting Out: RTA-designated full-time benefited employees who can demonstrate during Open Enrollment that they have Affordable Care Act (ACA) qualifying Medical benefits, as well as Dental and Vision Benefits, through another means and who do not elect to receive Medical, Dental and Vision Benefits through the RTA may “opt out” of these benefits and shall receive an incidental payment of \$175 monthly in lieu of the contribution as defined above.

Full-Time Benefited and/or Part-Time Health-Benefited employees who can demonstrate during Open Enrollment that they have ACA-qualifying Medical Benefits through another means and who do not elect to receive Medical Benefits through the RTA may “opt out” of the medical benefit and shall receive an incidental payment of \$125 monthly in lieu of the contribution as defined above.

3.2.6.7 Life Insurance: The RTA offers a basic life insurance plan for eligible full-time employees. The basic life insurance plan includes Accidental Death and Dismemberment (AD&D) insurance. AD&D provides benefits in case an accident causes a serious injury or death. Full-time employees may enroll in a supplemental life insurance plan at their own cost, subject to provider approval. There are more details about our basic life insurance

plan in the Summary Plan Description. If you have questions about our life insurance plan, contact the Human Resources for more information.

3.2.6.8 Short Term Disability: The RTA has a short-term disability (STD) benefits program for all employees. STD benefits are paid to employees who cannot work because of qualifying disability conditions caused by an injury or illness.

Employees may participate in the STD plan subject to the terms and conditions of the agreement between the RTA and its insurance carrier. If the disability is based on being pregnant or a pregnancy-related illness, it will be treated the same as any other illness that prevents an employee from working.

If the disability is covered by workers' compensation, it will not be covered by the STD plan. There are more details in the STD Summary Plan Description, including how much can be paid and when, the limits, the restrictions, and what is not covered. If you have questions about STD benefits, contact Human Resources for more information.

3.2.6.9 Long Term Disability: The RTA provides long-term disability (LTD) benefits to full-time employees who have an illness or injury that results in a long-term absence. Our LTD plan is designed to ensure a continuing income in the event an eligible employee becomes disabled and unable to work.

Eligible employees may participate in the LTD plan subject to the terms and conditions of the agreement between the RTA and its insurance carrier.

The LTD benefits will be offset by any amounts you receive under Social Security or workers' compensation for the same time period. You will find details about the LTD benefits plan including benefit amounts, limitations, and restrictions in the Summary Plan Description. If you have questions, Human Resources can provide more information.

3.2.7 457 Savings Plan (refer to the CBA for those covered)

The 457 plan is a type of nonqualified, tax advantaged deferred-compensation retirement plan that is available for governmental and certain non-governmental employers in the United States. The employer provides the plan and the employee defers compensation into it on a pre-tax or after-tax (Roth) basis. Employees elect how much salary to contribute and to direct the investment so that each employee can tailor his or her own retirement package to meet his or her individual needs.

The RTA has established a 457 plan to provide eligible employees with the potential for financial security in their retirement. Employees should refer to their employment offer letter for specific information.

Employees become eligible for the 457 plan on the first of the month following the employee's full-time hire date. Eligible employees may participate in the 457 plan subject to all terms and conditions of the plan.

The RTA may also contribute an additional amount (to be determined each year) to each employee's 457 contribution based on the table below. Complete details of the 457 plan are described in the Summary Plan Description, and Human Resources can provide more information about the 457 plan.

Service Time	Employer Contribution
First year*	2.00%
Second year*	2.20%
Third year*	2.42%
Fourth year*	2.66%
Fifth year*	2.93%
Sixth year*	3.22%
Seventh + years*	3.54%

*The structure is based on years in the eligible position

3.2.8 Uniform Policy (reference the CBA for those covered)

The RTA allows the supervisors to wear the RTA company provided uniform (shirt and pants) or wear business casual attire when not operating an RTA vehicle. Supervisors who wear an approved RTA uniform more than 50% of the time will be eligible to receive the RTA company provided uniform annually. Supervisors may choose to purchase their own approved pants and will receive a \$100 annual uniform allowance.

Supervisors who choose to wear business casual attire are not eligible for the \$100 annual uniform allowance.

3.2.9 Employee Assistance Program (EAP)

The RTA EAP is designed to provide confidential assistance to employees who are having personal problems by providing professional consultation, assessment, and referral. The EAP is available to all employees and their families on the first day of employment at no charge and can assist with most personal problems affecting the quality of life at home and on the job. Contact Human Resources for further details.

3.2.10 Wellness Program

In accordance with the RTA's commitment to health and safety, we have established a Voluntary Wellness Program for the following purposes:

- a. To maintain and enhance employee interest in health and safety issues.
- b. To ensure that managers, supervisors and employees are aware through training activities that they are responsible for the prevention of workplace accidents.
- c. To help make health and safety activities an integral part of the organization's operating procedures, culture and programs.
- d. To provide an opportunity for discussion of health and safety problems and possible solutions.
- e. To inform and educate employees and supervisors about health and safety issues and research findings, etc.
- f. To help reduce the risk of workplace injuries and illness.
- g. To help ensure compliance with federal and state health and safety standards.

For additional information about RTA wellness programs, see Human Resources.

3.2.11 Suggestion Program

We have a suggestion program at the RTA. All employees are eligible to participate in the suggestion program.

A suggestion is an idea that will help the RTA solve a problem, reduce costs, improve operations or procedures, enhance customer service, eliminate waste or spoilage, or make the RTA a better or safer place to work. A suggestion should identify the problem and offer possible ideas for solving or improving an issue or provide a possible solution. A suggestion should not focus on personal attributes of co-workers or management.

Employees should submit suggestions to a supervisor, manager, or director. After it is reviewed, it will be forwarded to the appropriate parties for possible implementation.

3.2.12 Jury Duty (refer to the CBA for those covered)

The RTA encourages employees to fulfill civic responsibilities by serving jury duty when required. If an employee receives a jury duty summons, it should be presented to his or her immediate supervisor as soon as possible so that arrangements can be made to accommodate the employee's possible absence from work.

Should any full-time employee be required to serve on a jury duty, said employee will be paid his or her regular straight time rate of pay on a basis of eight (8) hours per day, less jury duty compensation, for a period of time not to exceed one (1) week excluding Saturdays and Sundays in a floating one (1) year period.

3.2.13 Voting

The RTA encourages employees to fulfill civic responsibilities by voting in elections. Generally, the polls are open for several hours in the morning and evening and we expect that employees will be able to vote either before or after work hours. If an employee does not have sufficient time before or after work, the employee may request up to two hours off without loss of pay for the express purpose of voting. This time needs to be requested in advance.

3.2.14 Bereavement (refer to the CBA for those covered)

Bereavement leave is provided to full-time employees in the event of the death of an employee's: Father, Mother, Brother, Sister, Spouse, Child, Step-Father, Step-Mother, Step-Child, Father-in-law, Mother-in-law, Son-in-law, Daughter-in-law, Brother-in-Law, Sister-in-law, Grandchild, Grandparent and domestic partners registered with the State of California.

Paid time off will be given up to a maximum of three (3) eight (8) hour days for full-time employees.

If more than three (3) days are needed, the employee is permitted to take personal days, vacation days, or leave without pay, with the approval of the employee's immediate supervisor. Part-time and temporary employees may take unpaid bereavement leave.

3.2.15 Unemployment Insurance

If an employee's employment is terminated, the employee may be eligible to receive unemployment insurance. The terminated employee must file a claim with the local Employment Development Department office in order to collect this benefit. If terminated, the employee should inquire about unemployment insurance at the time of separation from RTA. The full cost of unemployment insurance is paid by RTA.

3.2.16 Social Security/Medicare/Medicaid

The RTA participates in the provisions of the Social Security, Medicare and Medicaid programs. Employees' contributions are deducted from each paycheck and the RTA contributes as established by federal law at the applicable wage base.

Section 3.3 Leaves of Absences

3.3.1 Family and Medical Leave Act (FMLA)

Under the provisions of the federal Family and Medical Leave Act (FMLA), eligible employees are entitled to take 12 weeks of family/medical leave within a rolling 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;

For qualifying exigencies, as defined in the FMLA, related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

- An eligible employee who is a covered service member's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the service member with a serious injury or illness.

The rolling 12-month period is measured backward from the date of the most recent use of leave for a covered FMLA event. This means that each time an employee requests a leave under the provisions of this policy, the available time for a leave of absence will be the balance of the total 12 weeks that has not been used during the 12-month period immediately preceding the commencement of leave.

3.3.1.1 Eligibility: To be eligible for leave, an employee must meet following requirements:

- Have worked for the employer for at least 12 months (52 weeks, not necessarily consecutively);
- Have at least 1,250 hours of service in the 12 months immediately preceding the use of the leave; and
- Work at a location where the employer has at least 20 employees within 75 miles of the employee's worksite.

3.3.1.2 Serious Health Condition: The term "serious health condition" means an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility or continuing treatment by a health care provider which prevents an employee from performing the essential functions of

his or her job or prevents a close family member from performing the functions of their job or attending school. An employee should contact his or her immediate supervisor to determine what qualifies as a serious health condition.

3.3.1.3 Notice Requirements: An employee requesting a leave of absence under this policy should see his or her supervisor and complete the proper leave request form. Where the need for leave is known in advance, the request must be submitted at least thirty (30) days prior to the desired beginning of the leave of absence. Failure to give at least thirty (30) days' notice of foreseeable need for a leave of absence may delay the start of such leave until thirty (30) days after the date the notice is received by the organization. If the request is less than thirty (30) days, the employee may be required to give an explanation of why advance notice was not feasible. If timely notice is not given, the period of delay counts as a non-FMLA absence.

If the need for a leave is not foreseeable or is an emergency situation, the employee must provide at least verbal notification to his or her immediate supervisor as soon as possible and must follow our call-in procedures. Employees must supply sufficient information to enable the RTA to determine if the leave qualifies for FMLA, as well as the duration and timing of the leave.

3.3.1.4 Certification of the Need for Leave: Any employee who needs to have an FMLA-covered medical leave of absence must present certification completed by the employee's health care provider verifying the need for a leave of absence along with the leave request form. This certification must be provided within fifteen (15) days of the request unless it is not feasible under the circumstances. Human Resources has certification forms available for an employee to have completed by his or her health care provider. Failure to provide certification may result in the employee's leave being delayed, denied, or revoked. Note: The RTA reserves the right to a second or third medical certification at our expense.

The RTA also reserves the right to require recertification of the continuance of a serious health condition every six (6) months. Recertification may also be required if:

1. An employee requests an extension of leave;
2. Circumstances described by the original certification have changed significantly;
3. We receive information that casts doubt upon the continuing validity of the certification; or
4. An employee is unable to return to work because of the continuation, recurrence, or on-set of a serious health condition.

3.3.1.5 Intermittent Leave: Generally, FMLA leave must be taken in a single block. Under certain circumstances, however, FMLA leave may be taken on a reduced work schedule basis if the employee and the organization can agree on the schedule requested by the employee.

If intermittent leave is considered medically necessary for the employee or seriously ill family member, the requesting employee produces the required certification by a health care provider that there is a medical need for a leave of absence and that the medical need is best accommodated through an intermittent leave or reduced work schedule. The RTA reserves the right to require a second or third medical opinion in appropriate cases where authorized to do so by the FMLA.

If medical leave is requested on an intermittent or reduced work schedule basis, the RTA may, at the discretion of the RTA Executive Director, transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. Any such transfer will be to a job that offers pay and benefits that are equivalent to those available in the employee's regular job. Employees on authorized intermittent leave with episodic or unforeseeable intermittent absences will not be required to transfer to an alternative job.

A fitness for duty certification can be required every thirty (30) days in the case of intermittent or reduced schedule leaves if reasonable safety concerns exist. The employee has fifteen (15) days to provide this certification.

3.3.1.6 FMLA Leave is Unpaid Leave: Employees on approved FMLA leave of absence will be required to use any earned, unused vacation days during the approved leave of absence unless the leave is for the employee's own serious health condition. Employees must follow the same terms and conditions of RTA's leave policy as those employees not on FMLA. The RTA and employee may mutually agree to supplement worker's compensation or other disability benefits with any other form of paid time off benefits the employee may be entitled to, if state law permits.

3.3.1.7 Spouse Aggregation: In the case where both an employee and his or her spouse are employed by the RTA, the aggregate number of weeks to which both employees are entitled because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to twelve (12) workweeks during any twelve (12) month period. This limitation does not apply in instances where leave is taken because of an employee's own serious health condition or to care for a spouse or child with a serious health condition.

3.3.1.8 Health Insurance: FMLA is benefit protected leave and the RTA will continue to pay its customary portion of group medical insurance coverage. An employee away from work due to FMLA leave may continue medical insurance coverage while on leave by timely payment of his or her portion of the monthly insurance premium on the same day such payment would be required if payment were made by payroll deduction. Where the need for family leave of absence is foreseeable, the employee will be asked to sign an agreement before the leave of absence begins that:

- Discloses the amount that the employee must remit on a timely basis to retain the coverage; and
- Indicates that the employee understands his or her insurance premium payment obligations.

If the FMLA leave is not foreseeable, this agreement must be signed as soon as possible after the leave begins. An employee's failure to pay premiums within thirty days of the due date for such premiums will result in the loss of his or her insurance coverage. If an employee does not return to work at the end of an approved FMLA leave, he or she may be required to repay the organization for the insurance premiums it paid.

3.3.1.9 Health Insurance Continuation – COBRA: The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) was enacted to ensure that employees and their dependents can continue their health insurance once they are no longer eligible under our health plan.

If an employee continues insurance under COBRA, the employee will pay the full cost of the insurance at the RTA's group rates plus an administration fee. When an employee is eligible for RTA's health insurance plan, the employee will receive a written notice describing COBRA rights, applicable deadlines, and what to do if to take continuation coverage under COBRA. As such, it is important that the employee read it carefully and maintain it with insurance documents/records. Employees should contact your Human Resources with any questions regarding COBRA.

3.3.1.10 Benefits During Leave: Employees on a FMLA-related leave do not accrue benefits, including holiday pay, while on unpaid leave. Employees will not accrue vacation and sick pay while on unpaid leave. Vacation and sick pay will begin accruing when the employee returns to work.

3.3.2 California Family Rights Act (CFRA)

Under the provisions of the California Family Rights Act (CFRA), eligible employees are entitled to take 12 weeks of family leave within a rolling 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, domestic partner, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;

The rolling 12-month period is measured backward from the date of the most recent use of leave for a covered CFRA event. This means that each time an employee requests a leave under the provisions of this policy, the available time for a leave of absence will be the balance of the total 12 weeks that has not been used during the 12-month period immediately preceding the commencement of leave.

3.3.2.1 Eligibility: To be eligible for leave, an employee must meet following requirements:

- Have worked for the employer for at least 12 months (52 weeks, not necessarily consecutively);
- Have at least 1,250 hours of service in the 12 months immediately preceding the beginning of the leave; and
- Work at a location where the employer has at least 20 employees within 75 miles of the employee's worksite.

3.3.2.2 Serious Health Condition: The term "serious health condition" means an illness, injury, impairment or physical or mental condition that involves continuing treatment by a health care provider which prevents an employee from performing the functions of his or her job or prevents the family member from performing the functions of his or her job or attending school. Employees should contact his or her immediate supervisor with any questions regarding what qualifies as a serious health condition.

3.3.2.3 Notice Requirements: An employee requesting a leave of absence under this policy should see his or her supervisor and complete the proper leave request form. Where the need for leave is known in advance, the request must be submitted at least thirty (30) days prior to the desired beginning of the leave of absence. Failure to give at least thirty (30) days' notice of foreseeable need for a leave of absence may delay the start of such leave until thirty (30) days after the date the notice is received by the organization. If the request is less than thirty (30) days, the employee may be required to give an explanation of why advance notice was not feasible. If timely notice is not given, the period of delay counts as a non-CFRA absence.

If the need for a leave is not foreseeable or is an emergency situation or providing notice is not practicable, the employee must provide at least verbal notification to their immediate supervisor as soon as possible and must follow our call-in procedures. Employees must supply sufficient information to enable the RTA to determine if the leave qualifies for FMLA and the duration and timing of the leave.

3.3.2.4 Certification of the Need for Leave: Any employee who needs to have an CFRA-covered medical leave of absence must present certification by a health care provider of the need for a leave of absence along with the leave request form. This certification must be provided within fifteen (15) days of the request unless it is not feasible under

the circumstances. Human Resources has forms available for an employee to have completed by their health care provider. Failure to provide certification may result in the employee's leave being delayed, denied, or revoked. Note: We reserve the right to a second or third medical certification at our expense.

We also reserve the right to require recertification of the continuance of a serious health condition every six (6) months. Recertification may also be required if:

- The duration for the leave, as stated on the certification has expired and the employee requests an extension of leave;
or
- An employee is unable to return to work because of the continuation, recurrence, or on-set of a serious health condition.

3.3.2.5 Intermittent Leave: Generally, CFRA leave must be taken in a single block. Under certain circumstances, however, CFRA leave may be taken on a reduced work schedule basis if the employee and the organization can agree on the schedule requested by the employee.

If intermittent leave is considered medically necessary for self or seriously ill family member, the requesting employee produces the required certification that there is a medical need for a leave of absence and that the medical need is best accommodated through an intermittent leave or reduced work schedule, intermittent leave will be approved. The RTA reserves the right to require a second or third medical opinion in appropriate cases where authorized to do so by the CFRA, including circumstances where the RTA has an objective, good faith reason to question the validity of the certification.

If medical leave is requested on an intermittent or reduced work schedule basis, the organization may, at the discretion of management, transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position. Any such transfer will be to a job that offers pay and benefits that are equivalent to those available in the employee's regular job. Employees on unforeseeable intermittent leave will not be required to transfer to an alternative job.

A fitness for duty certification can be required every thirty (30) days in the case of intermittent or reduced schedule leaves if reasonable safety concerns exist. The employee has fifteen (15) days to provide this certification.

3.3.2.6 CFRA Leave is Unpaid Leave: Employees on approved CFRA leave of absence will be required to use any earned, unused PTO/vacation and/or sick days during the approved leave of absence unless the leave is for the employee's own serious health condition. If the employee is receiving partial wage replacement other than industrial

injury benefits from a third-party source (private disability insurance), the employee may mutually agree with RTA to apply paid leave accruals. Employees must follow the same terms and conditions of our leave policy as those employees not on CFRA. The RTA and the employee may mutually agree to supplement worker's compensation or other disability benefits with any other form of paid time off benefits the employee may be entitled to, if state law permits.

3.3.2.7 Parent Aggregation: In the case where both parents are employed by the RTA, the aggregate number of weeks to which both employees are entitled because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to twelve (12) workweeks during any twelve (12) month period. This limitation does not apply in instances where leave is taken because of an employee's own serious health condition or to care for a spouse, registered domestic partner, or child with a serious health condition.

3.3.2.8 Health Insurance: CFRA is benefit-protected leave and the RTA will continue to make its customary payment for the employee's group benefits. Employees remain responsible to cover their customary personal contributions in order to keep their benefits in effect. An employee away from work due to CFRA leave may continue medical insurance coverage while on leave by timely payment of his or her portion of the monthly insurance premium on the same day such payment would be required if payment were made by payroll deduction. Where the need for family leave of absence is foreseeable, the employee will be asked to sign an agreement before the leave of absence begins that:

- Discloses the amount that the employee must remit on a timely basis to retain the coverage; and
- Indicates that the employee understands his or her insurance premium payment obligations.

If the CFRA leave is not foreseeable, this agreement must be signed as soon as possible after the leave begins. An employee's failure to pay premiums within thirty days of the due date for such premiums will result in the loss of his or her insurance coverage. If an employee does not return to work at the end of an approved CFRA leave, he or she may be required to repay the organization for the insurance premiums it paid.

3.3.2.9 Health Insurance Continuation – COBRA: The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) was enacted to ensure that employees and their dependents can continue their health insurance once they are no longer eligible under our health plan.

If you continue your insurance under COBRA, you will pay the full cost of the insurance at our group rates plus an administration fee. When you are eligible for our health insurance plan, you will receive a written notice describing your COBRA rights. This

notice contains important information about your rights, strict deadlines to elect continuation coverage, and what to do if you need COBRA so it is important that you read it carefully and maintain it with your insurance documents. If you have any questions regarding COBRA, please contact your Human Resources.

3.3.2.10 Benefits During Leave: Employees on a CFRA-related leave do not accrue benefits, including holiday pay, while on unpaid leave. Employees will not accrue PTO/vacation and sick pay while on unpaid leave. PTO/Vacation and sick pay will begin accruing when the employee returns to work.

3.3.3 Pregnancy Disability Leave (PDL)

A pregnancy disability is a physical or mental condition related to pregnancy or childbirth that prevents you from performing essential duties of your job, or if your job would cause undue risk to you or your pregnancy's successful completion. Your health care provider should determine whether or not you have a pregnancy disability.

Pregnancy-related disability leave ("PDL"), as part of the California Fair Employment and Housing Act, may be taken for the duration of the disability up to four months (17.3 weeks) for each pregnancy. PDL may be used in a continuous block of leave, or applied intermittently when the need for intermittent or reduced schedule leave is medically verified by the employee's health care provider. This assumes that the employee is disabled by childbirth or related medical conditions for four months. Pregnancy-related disability leave is counted towards an employee's FMLA entitlement and the RTA will always apply PDL and FMLA concurrently. When an employee is no longer eligible for PDL, there is continued leave available for "Baby Bonding" under CFRA.

3.3.3.1 Eligibility: All employees who experience disabilities relating to pregnancy, childbirth or related medical conditions (meaning a physical or mental condition intrinsic to pregnancy or childbirth) may request leave or a reasonable accommodation under this policy.

3.3.3.3 Transfer and accommodation: The RTA also provides reasonable accommodations, to the extent required by law, for conditions related to pregnancy, childbirth or related medical conditions. In addition, a transfer to a less strenuous or hazardous position or duties may be available pursuant to an employee's request, if such a transfer is medically advisable. Employees requesting a leave or reasonable accommodation should promptly notify human resources

3.3.3.3 Notice Requirements: Anyone requesting a leave of absence under this policy should see his or her supervisor and complete the proper leave request form. Where the need for leave is known in advance, the request must be submitted at least thirty (30) days prior to the desired beginning of the leave of absence. Failure to give at least thirty (30) days' notice of foreseeable need for a leave of absence may delay the start of

such leave until thirty (30) days after the date the notice is received by the organization. If the request is less than thirty (30) days, the employee may be required to give an explanation of why advance notice was not feasible.

If the need for a leave is not foreseeable, is an emergency situation or is not practicable, the employee must provide at least verbal notification to their immediate supervisor as soon as possible and must follow our call-in procedures. Employees must supply sufficient information to enable The RTA to determine if the leave qualifies for FMLA and the duration and timing of the leave.

3.3.3.4 Certification of the Need for Leave: Any employee who needs to have a PDL-covered medical leave of absence must present certification of the need for a leave of absence along with the leave request form. This certification must be provided within fifteen (15) days of the request unless it is not feasible under the circumstances. Human Resources has forms available for an employee to have completed by their health care provider. Failure to provide certification may result in the employee's leave being delayed, denied, or revoked. Note: We reserve the right to a second or third medical certification at our expense.

3.3.3.5 PDL Leave is Unpaid Leave: Pregnancy-related disability leaves are unpaid. An employee who is granted a pregnancy-related disability leave may elect to use any accrued but unused paid time off benefits (i.e. vacation or sick leave) during the period of the leave. Any portion of a leave that occurs after all paid time off benefits have been exhausted is without pay. Any unpaid or paid portions of this leave policy shall be added together and will not extend the 4-month (17.3 weeks) total leave period limitation allowed under this pregnancy-related disability leave policy. Employees may mutually agree to supplement disability benefits with any other form of paid time off benefits the employee may be entitled to, if state law permits.

3.3.3.6 Health Insurance: PDL is benefit-protected leave. The RTA will continue to pay its customary premium payments for the employee's health insurance benefit for a maximum of four months of PDL, and a maximum of 12 weeks of CFRA child bonding leave. Employees are responsible for their customary personal premium payment for their own or family coverage, including any additional premium due to adding a new child to the employee's family plan. An employee away from work due to PDL leave, and any CFRA child bonding leave that is taken consecutively to PDL, may continue medical insurance coverage while on leave by timely payment of his or her portion of the monthly insurance premium on the same day such payment would be required if payment were made by payroll deduction. Where the need for family leave of absence is foreseeable, the employee will be asked to sign an agreement before the leave of absence begins that:

- Discloses the amount that the employee must remit on a timely basis to retain the coverage; and

- Indicates that the employee understands his or her insurance premium payment obligations.

If the PDL leave is not foreseeable, this agreement must be signed as soon as possible after the leave begins. An employee's failure to pay premiums within thirty days of the due date for such premiums will result in the loss of his or her insurance coverage. If an employee does not return to work at the end of an approved PDL leave, he or she may be required to repay the organization for the insurance premiums it paid.

3.3.3.7 Health Insurance Continuation – COBRA: The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) was enacted to ensure that employees and their dependents can continue their health insurance once they are no longer eligible under our health plan.

If you continue your insurance under COBRA, you will pay the full cost of the insurance at our group rates plus an administration fee. When you are eligible for our health insurance plan, you will receive a written notice describing your COBRA rights. This notice contains important information about your rights, strict deadlines to elect continuation coverage, and what to do if you need COBRA so it is important that you read it carefully and maintain it with your insurance documents. If you have any questions regarding COBRA, please contact your Human Resources.

3.3.3.8 Benefits During Leave: Employees on a pregnancy-related disability leave do not accrue benefits, including holiday pay, while on unpaid leave. Employees will not accrue PTO/vacation and sick pay while on unpaid leave. PTO/vacation and sick pay will begin accruing when the employee returns to work.

3.3.3.9 Lactation Policy: We will accommodate employees who desire to express breast milk during working hours by providing a reasonable amount of break time to be used for this purpose and provide a room for a mother who desires to express milk in private. In the event that an employee requires additional time, other than the scheduled rest or meal periods, additional unpaid time off will be provided for this purpose.

3.3.4 Worker's Compensation

The RTA carries workers' compensation insurance coverage as required by law to protect employees who are injured on the job. This insurance provides medical, surgical, and hospital treatment in addition to disability payments, as provided by law, for work-related injuries. Compensation payments begin from the first day of an employee's hospitalization or after the third day following injury if an employee is not hospitalized. The cost of this coverage is paid completely by the RTA.

3.3.4.1 Duty to Report: If an employee is injured while working, he or she must report it immediately to his or her supervisor, regardless of how minor the injury may appear to

be. Failure to immediately report an on-the-job injury may result in disciplinary action up to and including termination.

3.3.4.2 Limit of Liability: The RTA and its worker's compensation insurance carrier are not liable for the payment of any benefits for an injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity which is not a part of the employee's work-related duties. The workers' compensation insurance carrier determines whether the claim is covered under worker's compensation.

3.3.5 Personal Leave of Absence Without Pay (refer to the CBA for those covered)

A Personal Leave of Absence (LOA) is an unpaid absence of five (5) or more consecutive days. The general intent of the RTA's LOA policy is to provide extended time off for illnesses and other reasonable conditions that prevent an employee from reporting to work. With the exception of FMLA, CFRA and PDL, in no case shall a personal LOA be granted for more than 30 days. An important point to remember about a LOA is that, with certain exceptions such as leaves for military duty or jury duty purposes, the RTA provides no assurances or guarantees that a job will be held open until an employee returns.

3.3.5.1 Request for LOA: The granting of an LOA shall be at the sole discretion of the RTA Executive Director. All requests for LOA shall be in writing and shall include a description of the reason for the request. The advance timing of the request shall follow the protocol required for scheduled use of PTO/vacation leave, unless the request is for a medical or emergency purpose.

3.3.5.2 Impact on Health Insurance: Full-time employees who have RTA-funded health and other insurance must make financial arrangements with Human Resources if he or she wishes to maintain insurance coverage during an LOA that extends beyond authorized job protected leave, such as FMLA, CFRA and PDL. . During periods when no wages are earned, a personal premium payment plan can be worked out to keep the insurance coverage in force. Unless special arrangements are made, insurance coverage will be canceled on the last day of any month where there is no income and no personal payment is made.

3.3.5.3 Return to Work: When an employee is on an LOA for greater than 30 days, the employee must complete a retraining regimen approved by the Manager, Safety and Training.

3.3.5.4 Gainful Occupation: An employee, who accepts gainful occupation while on a leave of absence or sick leave, terminates his or her employment with the RTA unless otherwise mutually agreed to between the RTA and the employee.

3.3.6 Kin Care

Under California Labor Code Section 233, Kin Care is a right granted to eligible employees under the California Labor Code. Kin Care authorizes employees to use up to one-half of the sick leave that they accrue annually to take time off to care for a sick family member. Kin Care is a protected leave.

A portion of the employee's current sick leave (up to 50%) may be applied as Kin Care for family care leave for a close family member.

Up to half an employee's annual accrual of sick leave may be used for care of children, siblings, parents (be they natural, adoptive, step, foster of the employee or their current spouse, if the employee is married), and spouse in a 12-month period beginning January 1st and ending December 31st.

3.3.7 Military Service Leave (USERRA) and California Military & Veterans Code

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and other federal and state laws provide for certain LOA rights if an employee is called to active duty military service. In accordance with federal and state laws, this leave allows for five years of leave time and reinstatement rights. Under USERRA, employees returning from military service will be placed in the position they would have attained had they remained continuously employed, or a comparable position depending upon the length of military service. This leave is unpaid, but job protected and benefit protected.

Leave may also be available under the California Military & Veterans Code, if an employee is ordered to military service, including temporary military duty ordered for purposes of active military training, inactive duty training, encampment, naval cruises, special exercises, or similar activities. The leave is unpaid, but job protected and benefit protected, with full reinstatement rights. In certain situations, public employees may be eligible for civilian pay, based upon specific eligibility requirements. Employees ordered to active or reserve service should consult Human Resources about eligibility and leave options.

An employee who is a member of the reserve corps of the armed forces, of the National Guard or the Naval Militia and who has one full year of continuous service immediately preceding the leave, and who takes temporary military leave of 180 days or less (including ordered travel time) shall be maintained in his or her position. Upon the employee's return to duty after the prescribed period of temporary leave, the employee shall receive all vacation, sick leave and benefits arising from seniority in the RTA and in the class which he or she would have accrued had he or she not been absent on military leave.

An employee who has satisfactorily completed six months of continuous service immediately prior to taking ordered military leave shall receive payment equal to one-half month's compensation the employee would otherwise have received for the first one-half month of the

military leave and an employee who has one full year of continuous service immediately prior to taking ordered military leave shall receive a payment equal to a full month's salary that would otherwise have been received for the first full month of military leave upon submitting satisfactory evidence of military service.

3.3.8 Military Spouse Leave

The California Military and Veterans Code Section 394.5 applies to employees whose spouses are members of the United States Armed Forces, National Guard or the Reserves, and who have been deployed during a period of military conflict. The RTA will provide any eligible employee under this policy an unpaid leave of absence during their spouse's leave from deployment for up to 10 days. To be eligible for leave under this policy, employees must work an average of at least 20 hours per week. Employees must notify his or her supervisor of the intent to take leave as far in advance as possible, but no later than two business days after receiving official notice that the spouse will be on leave from deployment. The RTA may ask for written documentation certifying that the spouse will be on a qualifying leave from deployment. This leave is unpaid, but an employee may choose to use accrued vacation leave.

3.3.9 Rehabilitation Leave

The RTA is committed to providing assistance to employees to overcome substance abuse problems. The RTA will reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program as defined in the *RTA Drug and Alcohol Policy*. This accommodation may include unpaid time off for up to 30 calendar days, or an adjusted work schedule, provided the accommodation does not impose an undue hardship on business operations. Leave is unpaid but an employee may choose to apply accrued unused vacation.

In certain circumstances, and with a Health Care Provider's Certification, substance abuse may be a serious health condition under the CFRA. If properly certified and authorized as CFRA leave, an employee must use Sick Leave in accordance with the terms and conditions of CFRA leave described in this Handbook.

3.3.10 School Appearance Leave

Under California Labor Code Section 230.7, employees may need to appear at his or her child's or grandchild's school in connection with disciplinary action by the school. This is an unpaid leave, although employees can choose to use available vacation leave. Documentation from the school noting the date and time of the employee's visit is required.

3.3.11 School and Child Care Activities Leave and Child Care Emergencies Leave

Under California Labor Code Section 230.8, parents, guardians, or grandparents of a child in kindergarten, grades 1-12, or a licensed day care center may wish to take time off without pay to visit his or her child's school or day care center for a school activity. The time off must not be

more than eight hours each calendar month (up to a maximum of 40 hours each calendar year), provided reasonable notice is given for the planned absence.

This is an unpaid leave, and employees can choose to use available vacation leave. For scheduled events, employees should provide reasonable advance notice. In emergencies, the RTA asks that employees provide at least one day notice or call before the beginning of the work day.

Child Care Emergencies Leave is available if an employee's child cannot remain in school or with a child care provider. An employee (parent, step parent, legal guardian or person who stands in loco parentis to a child) may use unpaid time off for a "child care emergency," which is defined as:

- The school or child care provider has requested that the child be picked up or has an attendance policy excluding planned holidays, that prohibits the child from attending or requires the child to be picked up from the school or child care provider;
- Behavior or discipline problems;
- Closure or unexpected unavailability of the school or child care provider, excluding planned holidays; or
- Natural disaster, including but not limited to fire, earthquake, or flood.

All time off for child care emergencies is unpaid. An employee can choose to use accrued unused vacation leave.

3.3.12 Volunteer Civil Service / Emergency Responder Leave

Under California Labor Code Sections 230.3 and 230.4, time off to perform emergency duty as a volunteer firefighter, peace officer, or emergency rescue personnel (an officer, employee, or member of a fire department, fire protection, or firefighting of the federal government, state of California, or other local governments, or other special districts; an officer of a sheriff's department, police department, or private fire department).

A total of 14 days per calendar year, to engage in fire, law enforcement or emergency rescue training is also allowed.

All time off to serve is unpaid. An employee can choose to use accrued unused vacation leave.

3.3.13 Volunteer Civil Air Patrol

Under California Military and Veterans Code 395.10, a volunteer member of the California Wing of the civilian auxiliary of the U.S. Air Force Civil Air Patrol, responding to an emergency operation mission is entitled up to 10 days of leave per year. However, the leave for a single emergency mission cannot exceed 3 days, unless the emergency is extended by the entity in charge of the operation.

All time off to serve is unpaid, and an employee can choose to use accrued unused vacation leave.

3.3.14 English Literacy Programs

If you identify an English literacy challenge, for which you are enrolling in an English literacy course, we will seek to accommodate your work schedule (subject to make-up or alternate work schedules as allowed by law) as long as it does not unduly burden the workplace or RTA operations.

All time off needed for literacy programs is unpaid. Employees, however, may use accrued vacation leave during the period of work missed to attend literacy classes.

3.3.15 Domestic Violence, Sexual Assault and Stalking Leave

Under California Labor Code Section 230, employees who are victims of domestic violence, sexual assault, or stalking are eligible for unpaid leave. Leave may be requested for judicial action, such as obtaining restraining orders, appearing in court to obtain relief to ensure your health, safety, or welfare, or that of your child, or for medical treatment or psychological counseling related to an experience covered by this policy. The RTA will, to the extent allowed by law, maintain the confidentiality of an employee requesting leave under this provision.

This is an unpaid leave, and employees can choose to use available sick leave or vacation leave. Domestic violence, sexual assault and stalking victims' leave for medical treatment or counseling services will run concurrently with FMLA-CFRA, allowing for 12 weeks in a 12-month period, less any previous FMLA-CFRA time taken.

The RTA provides reasonable accommodations, to the extent required by law, for employees under circumstances where domestic violence or talking requires security measures or time off to obtain resources or services. Reasonable accommodations may include a temporary transfer, modified schedule, changed work telephone or email, installed lock, assistance in documenting domestic violence or stalking that occurs in the workplace or other safety procedures. The RTA will implement reasonable accommodations that do not create an undue hardship. The RTA will also take all necessary and appropriate steps to prevent any form of actual or threatened retaliation against an employee who takes time off or requests other reasonable accommodations under this policy. An employee who believes that reasonable accommodations are required should contact Human Resources.

3.3.16 Crime Victims' Leave

Under California Labor Code Section 230.2, any employee who has been a victim of a serious or violent crime, may take time off work to attend judicial proceedings related to the crime. Such crimes may include any of the following: vehicular manslaughter while intoxicated; felony child abuse likely to produce great bodily harm or a death; assault resulting in the death of a child under eight years of age; felony domestic violence; felony physical abuse of an elder or

dependent adult; felony stalking; solicitation for murder; a serious felony; hit-and-run causing death or injury; felony driving under the influence causing injury; and sexual assault. Judicial proceedings for purposes of this policy also include any court proceeding where the victim's rights are in issue, including a delinquency proceeding involving a post-arrest release decision, plea, sentencing or post-conviction release decision.

Employees may also take time off if an immediate family member, domestic partner or domestic partner's child has been a victim of such crimes and needs to attend judicial proceedings related to the crime. Immediate family member is defined as spouse, child, stepchild, registered domestic partner or child of domestic partner, brother, stepbrother, sister, stepsister, mother, stepmother, father, or stepfather.

Employees must give Human Resources reasonable advance notice of the need to take time off, unless advance notice is "not feasible." If an unscheduled absence occurs, no adverse action may be taken or threatened if the employee provides a certification to the employer regarding the absence. A certification shall be deemed sufficient if it is one of the following: (1) a police report indicating the employee was a victim of a specified offense; (2) a court order protecting or separating the employee from the perpetrator or other evidence from the court or prosecutor that the employee appeared in court; OR (3) documentation from a health care provider, domestic violence or sexual assault victim's advocate, or other counsel showing that the employee was undergoing treatment related to being a victim of an offense as specified above.

Employees may elect to use accrued paid vacation time, paid sick leave time, or other paid time off for the absence. If the employee does not elect to use paid time off, the absence will be unpaid. However, exempt employees will be paid their full salary for any workweek interrupted by the need for time off under this policy. Unpaid leave for documented purposes under this provision will be authorized and such leave is both job-protected and benefit-protected.

3.3.17 Witness Duty (refer to the CBA for those covered)

If you are summoned to be a witness for the RTA or if we ask you to testify, we will give you time off with pay.

Any regular full-time or regular part-time employee who is required to act as a witness in a non-work related legal proceeding will be required to use vacation or leave without pay to attend court. Employees who need to be a witness in their domestic violence proceeding or as a victim of specified crimes for self or close family will be allowed to use up to 3 days/24 hours of sick leave for this purpose. Documentation may be requested.

If you need time off to be a witness for the RTA or non-work related reasons, show the subpoena, police report, letter from prosecutor, etc. to your immediate supervisor as soon as you receive it. We expect you to report for work whenever you are not needed in court.

Section 3.4 Policy Against Retaliation Regarding Leaves

No employee will be subject to, and the RTA prohibits, any form of discipline or retaliation for reporting in good faith incidents of unlawful discrimination, pursuing any such claim, or cooperating in any way in the investigation of such reports. The RTA does not condone and will not tolerate retaliation against any employee for cooperating in an investigation, for making a truthful complaint of a violation of this policy in good faith, for opposing perceived violations of this policy, or for filing an administrative claim with the California Department of Fair Employment and Housing (DFEH) and/or the Equal Employment Opportunity Commission (EEOC), even if the allegations are not substantiated by the RTA's investigation. Any employee who feels he or she has experienced or witnessed any conduct which he or she believes to be retaliatory in nature, should follow the reporting procedures described above.

RTA will not discriminate against any employee in the following situations:

- a. For taking time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel
- b. For taking time off to serve on a jury or appearing as a witness in court.
- c. An employee who is a victim of domestic violence and/or a victim of sexual assault for taking time off from work to obtain relief or attempt to obtain relief to help ensure his or her health, safety, or welfare, or that of his or her children
- d. For using, or attempting to exercise the right to use sick leave to attend to the illness of a child, parent, spouse, domestic partner, or child of the domestic partner of the employee.
- e. For any other conduct that is protected by public policy.

ARTICLE 4

EQUAL OPPORTUNITY, DISCRIMINATION AND HARASSMENT

Section 4.1 Policy

The RTA Board maintains a strong commitment to support equal employment opportunity and to prohibit and prevent discrimination, harassment and retaliation in employment. The RTA sets forth this procedure for reporting, investigating and resolving internal complaints related to discrimination, harassment and retaliation. All covered individuals are encouraged to report, as soon as possible, any conduct that is believed to violate this policy. Such conduct need not rise to the level of a violation of law to violate this policy. Conduct which may lead to discrimination, harassment or retaliation is in violation of this policy and will not be tolerated. Violation of this policy by any officer, employee, agent, or volunteer shall be grounds for discipline or other appropriate sanctions. In support of this policy, all employees of the RTA shall receive discrimination and harassment prevention training upon hire.

4.1.2 American with Disabilities Act (ADA) and Fair Employment and Housing Act (FEHA) Policy

Reasonable accommodation is available to an employee with a disability when the disability affects the performance of job functions. The RTA makes employment decisions based on the qualifications in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as job assignments, classifications, organizational structures, position descriptions, lines of progression, and seniority lists.

We follow all state or local laws that give more protection to a person with a disability than the ADA gives, including without limitation the California Fair Employment & Housing Act. The RTA will provide reasonable accommodations, where appropriate and necessary, and we have an established process for evaluating requests for accommodations.

The RTA is committed to taking all other actions that are necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and any other applicable federal, state, and local laws.

Section 4.2 Equal Employment Opportunity

The RTA maintains and promotes a policy of equal employment opportunity. The RTA is committed to maintaining a work environment that is merit based, and free from illegal discrimination, which includes harassment and retaliation.

The Board of Directors, its managers, employees, agents, and volunteers will not discriminate against any applicant for employment, employee, intern, volunteer, contractor, subcontractor,

vendor, or client because of age, ancestry, color, creed, marital status, medical condition (cancer or genetic characteristics), national origin, citizenship, physical or mental disability, political affiliation or belief, pregnancy, race, religion, sex, sexual orientation, gender identity or expression, or any other legally protected characteristic or status.

This policy shall apply to all employment actions including, but not limited to: recruitment, testing, hiring, training, promotion, demotion, transfer, layoff, performance evaluation, discipline, salary and benefits administration, terms and conditions of employment, and participation or appointment to all boards and commissions. All employment decisions shall be made on the basis of individual qualifications, bona fide occupational qualifications for the job in question, and the feasibility of any necessary job accommodations.

This policy shall apply to all RTA worksites, and to the conduct of all individuals who interact with RTA employees, including contractors, vendors, suppliers, business partners, visitors that are discriminatory toward RTA employees or creates a hostile, offensive, intimidating or abusive work environment for any RTA employee.

4.2.1 Policy Against Discriminatory Harassment

It is the policy of the RTA that all employees shall have a working environment free of unlawful discrimination. A businesslike workplace helps to ensure courteous treatment for both employees and the public we serve. Harassment of an applicant or employee by any employee or officer on the basis of age, ancestry, color, creed, marital status, medical condition (cancer or genetic characteristics), national origin, physical or mental disability, political affiliation or belief, pregnancy, race, religion, sex, sexual orientation, gender identity or expression, or any other legally protected status is employee misconduct that constitutes illegal discrimination and is grounds for disciplinary action up to and including termination. The RTA requires that all employees and officers treat the public and other employees with courtesy and respect.

Discriminatory harassment includes unwelcome derogatory comments, physical acts, written or visual insults which are made on the basis of an employee's protected status (race, religion, etc.). In order for the harassing conduct to be considered discriminatory harassment, it must unreasonably interfere with an employee's work performance by creating an intimidating, hostile or offensive working environment.

Because the RTA seeks to prevent any form of illegal harassment, behavior such as unnecessary touching, sexual or discriminatory remarks or joking, which may lead to illegal harassment, will not be tolerated and shall be the basis for immediate and appropriate corrective action, including discipline or termination.

4.2.1.1 Abusive Conduct: In addition to harassment based on a protected characteristic, the RTA prohibits acts of bullying or abusive conduct, whether by words, gestures, written or electronic communications. A safe and civil environment is necessary for employees to achieve the high standards we expect. Demonstration of appropriate

behavior, treating others with civility and respect, and refusing to tolerate harassment and bullying are expected of all employees.

Under California law effective January 1, 2015, abusive conduct is defined as “conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer’s legitimate business interests.”

4.2.1.2 Bullying: In addition to harassment based on a protected characteristic, or membership in a protected class, the RTA prohibits acts of bullying, whether by words, gestures, written or electronic communications. A safe and civil environment is necessary for employees to achieve the high standards we expect. Demonstration of appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment and bullying are expected of all employees. Bullying is repeated, health-harming mistreatment of another employee. Examples of prohibited bullying include, but aren’t limited to: screaming; swearing; name calling; stealing; giving dangerous work assignments; using threatening, intimidating, or cruel behaviors; deliberately humiliating a person; denying advancement; and stealing work credit.

Generally, bullying involves: (1) written, verbal, graphic or physical acts (including electronically transmitted content, such as using the Internet, a cell phone, a personal digital assistant (PDA), or a wireless handheld device); (2) behavior that substantially interferes with work, opportunities, and benefits of one or more employees, sometimes through actual sabotaging of work; (3) behavior that adversely affects an employee’s ability to function at work by placing the employee in reasonable fear of physical harm or by causing emotional distress.

Because bystander support can encourage bullying, the RTA also prohibits both active and passive support for acts of bullying. Employees should either walk away from these acts when they see them or attempt to stop them. In either case, employees should report incidents to a manager or supervisor, or to Human Resources. Those who engage in bullying or retaliation for complaints about bullying will be subject to appropriate discipline up to and including termination of employment.

4.2.2 Policy Against Sexual Harassment

It is the policy of the RTA that all employees shall have a working environment free of sexual harassment. A businesslike workplace helps to ensure courteous treatment for both employees and the public we serve. Sexual harassment of an applicant or employee by any employee or officer is employee misconduct that constitutes illegal discrimination and is grounds for disciplinary action up to and including termination. The RTA requires that all employees treat the public and other employees with courtesy and respect.

Sexual harassment includes unwelcome sexual overtures by any officer, employee, supervisor or manager, whether written, physical, visual or verbal (may include sexual innuendo, graphic or explicit jokes, suggestive sounds, or stories of a sexual nature), where submission is made a term or condition of employment or the basis of an employment decision. Sexually harassing conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

Some of the basic forms of sexual harassment include:

- a. Unwelcome sexual advances, where submission to the conduct is an explicit or implicit term or condition of employment.
- b. Unwelcome sexual advances, where submission to, or rejection of, the conduct is used as the basis for an employment decision.
- c. The conduct had the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
- d. Sexual harassment includes behavior by women directed at men, by men directed at women, same-sex harassment, and harassment based on sexual orientation.
- e. Under California law, the conduct does not have to be motivated by sexual desire in order to constitute illegal harassment.

Because the RTA seeks to prevent any form of illegal harassment, behavior such as unnecessary touching, sexual or discriminatory remarks or joking, which may lead to illegal harassment, will not be tolerated.

Section 4.3 Reporting Discrimination or Harassment

Any incident of harassment, including work-related harassment by any RTA personnel or any other person, should be reported promptly to the employee's supervisor, Human Resources, or the RTA Executive Director, or to the County of San Luis Obispo Human Resources (which provides third party contractor providing human resource services to the RTA). Supervisors who receive complaints or who observe harassing conduct are required to inform the RTA Executive Director immediately.

The RTA emphasizes that an employee is not required to complain first to his or her supervisor if that supervisor is the individual who is harassing the employee; rather a complaint about the employee's supervisor should be made to the RTA Executive Director, or to the County Human Resources department.

Upon receipt of a complaint, the RTA will conduct a timely investigation to determine the facts and any appropriate corrective action. The investigation is a neutral fact-finding inquiry by a qualified investigator. Should the RTA determine that the individual circumstances require an independent investigator to ensure impartiality, the RTA will take appropriate steps to engage a qualified investigator. All individuals who participate in the investigation, whether as the person

making the complaint, the person(s) whose behavior is being investigated, or individual witnesses will be treated with respect and will be afforded due process.

The RTA will ensure that statements of the complainant, alleged offender and all witnesses are documented thoroughly and that the investigation is conducted in a thorough, objective and neutral manner, and is considerate of the rights and emotions of all the parties involved. After all evidence and information is collected and evaluated, the RTA will reach prompt and reasonable conclusions.

In addition to notifying the RTA about harassment or retaliation complaints, affected employees may also direct their complaints to the DFEH and/or the EEOC, which has the authority to conduct investigations of the facts. Employees can contact the nearest DFEH office at the locations listed on the RTA's DFEH poster or by checking the state government listings in the local telephone directory.

Disciplinary action for a violation of the policies described herein can range from verbal or written warnings up to and including immediate termination, depending upon the circumstances.

This policy applies to all areas of employment including recruitment, hiring, training, promotion, compensation, benefits, transfer, imposition of discipline, and social and recreational programs. It is the responsibility of all RTA personnel to conscientiously follow this policy. Any employee having any questions regarding this policy should discuss them with his or her immediate supervisor, the RTA Executive Director, or to the County Human Resources department.

Section 4.4 Policy Against Retaliation

The RTA prohibits any adverse employment action, including threats of reprisals against those who in good faith report, or supports someone who reports violations of RTA policy or State / Federal law, or engages in other legally protected activity. The RTA further prohibits retaliation against anyone who participates (as witnesses or accused) in investigations into complaints of alleged misconduct. Disciplinary action, up to and including termination, will be taken against an employee or officer who is found to have violated this policy. Any consultant or contractor who violates this policy will be subject to appropriate sanctions. This policy applies to all RTA officers, employees, volunteers, interns, consultants, contractors and vendors, and prohibits retaliation because of any of the protected activity as defined herein.

ARTICLE 5

RECRUITMENT, SELECTION AND CLASSIFICATION

Section 5.1 Policy (refer to the CBA for those covered)

All employee selections and promotions shall be made according to merit, qualifications, and the job requirements. The policies and procedures outlined below are consistent with policies regarding Equal Opportunity Employment laws as enforced by the Department of Labor.

Section 5.2 Job Descriptions

The RTA strives to develop and maintain accurate job descriptions for all job classifications. A job description includes the following sections:

- Job information;
- Job summary (gives a general overview of the job's purpose);
- Essential duties and responsibilities;
- Qualifications (includes education and/or experience, language skills, mathematical skills, reasoning ability, and any certification required);
- Physical demands; and
- Work environment.

The RTA uses job descriptions to identify the requirements of a job, set up the hiring criteria, set standards for employee performance evaluations, and establish a basis for making reasonable accommodations for individuals with disabilities.

In cooperation with the lead supervisor, manager or director of your department, Human Resources will prepare a job description when a new job is created. Human Resources reviews existing job descriptions and update them when a job changes. A job description does not necessarily cover every task or duty that an employee might be assigned; an employee may be assigned additional responsibilities as necessary. If an employee has questions or concerns about his or her job description, the employee should discuss those concerns with his or her immediate supervisor.

Section 5.3 Recruitment (refer to the CBA for those covered)

Whenever a position vacancy occurs, it may be filled in one of the following three ways as determined by each department manager:

- Open/On-going Recruitment – A competitive process in which all interested persons are eligible to apply for a vacant position.
- Internal Recruitment – A competitive process in which only current RTA employees are eligible to apply for a vacant position.

- Direct Appointment – Upon approval of the RTA Board, a position may be filled through direct appointment.

5.3.1 Duration of Recruitments

All open/on-going recruitments must be announced to the general public for a minimum of five (5) work days. All internal recruitments must be announced to RTA employees for a minimum of ten (10) work days. The RTA Executive Director may authorize extending a previously established final filing date.

5.3.2 Recruitment Announcement

All open external recruitments shall, at a minimum, be announced through an online “Employment Opportunities” page and be available to the public upon request. Announcement of all internal recruitments shall be posted on a bulletin board accessible by all RTA employees. The recruitment announcement shall, at a minimum, include the title of the position, the salary range, the minimum qualifications for admission to the recruitment process, and the final filing date.

5.3.3 Applications

Persons interested in employment or promotion with the RTA must submit an application for employment or promotion using the systems and methods included in the recruitment announcement. Applications shall be accepted until 11:59 pm (external) and 4:30 PM (internal) of the final filing date. False information on an application may be considered grounds for removal from the recruitment or, if already employed, may be considered grounds for termination of employment.

5.3.4 Minimum Qualifications

All employees shall meet the minimum qualifications of the position to which they are assigned, and shall possess and maintain licensure as required in the job specifications. Only applicants who meet the minimum qualifications for the job (as described in the job specifications) may compete in the selection process. Applicants who do not meet the minimum qualifications shall be notified as such and shall have five (5) work days from the date of the notice to provide additional information to be considered in the minimum qualifications determination.

5.3.5 Employee Referral Program

Employees who know of someone who is interested in working for the RTA should refer him or her to Human Resources.

For each applicant that an existing RTA employee refers that is hired will receive a monetary reward after the new employee has completed his or her probationary period.

Section 5.4 Selection (refer to the CBA for those covered)

Except for a direct appointment approved by the RTA Board, selection and promotion of employees by department managers and Human Resources shall be by a competitive selection process.

5.4.1 Selection Process

Applicants that meet the minimum qualifications of the job and are eligible to compete in the selection process shall be considered to be “candidates.” All open recruitments or internal recruitments must include one or more competitive selection elements. These elements may include, but are not limited to: oral interview, competitive application rating, written test, practical performance test, or any other valid and reliable selection method. All selection elements shall be job related and based on merit principles. At the conclusion of the recruitment process, all candidates shall be placed on an eligible list in rank order based on his or her final evaluation, including Veteran’s preference. An eligible list shall remain in effect for no less than six (6) months.

5.4.1.1 Selection Notification: Candidates shall be notified of their results in any element of a selection element in which they participated. Such notification shall, at a minimum, include whether they passed or failed that element of the selection process.

5.4.1.2 Selection Records: Records of a competitive selection shall be maintained for a period of not less than one year. Selection materials are confidential and are not subject to direct review by candidates.

5.4.1.3 Veterans Preference: A candidate who competes in an open recruitment and has a valid Veterans Certificate on file with the San Luis Obispo County Veterans Services office or the U.S. Veterans Administration shall be given preference amongst all other applicants, provided the Veteran can perform the essential duties of the position.

5.4.2 Interview of Certified Candidates

Upon establishment of the eligible list and prior to filling a position, the department manager and Human Resources shall at a minimum invite the top three ranked candidates on the eligible list to be interviewed. Subsequent ranks may be invited for an interview, however in no instance may ranks be skipped. Failure of a candidate to respond to an invitation for an interview shall be considered a decline to interview.

5.4.3 Background and Reference Checks

To ensure that individuals who join the RTA meet our standard qualifications and have a strong potential to be productive and successful, it is our policy to check the employment references and criminal background checks of all applicants after a conditional offer of employment is provided. For some positions, such as management, or positions requiring access to financial, confidential data or other positions of trust, the RTA also requires a credit check in accordance with the applicable federal and state standards.

In addition to checking references of applicants, we will respond in writing only to those reference check inquiries that are submitted in writing on former employees. Responses to such inquiries will be limited to factual information that can be substantiated by our records. The RTA will only provide dates of employment, title and rehire status without written consent. Wage information will be provided upon written authorization and release signed by the individual who is the subject of the inquiry.

5.4.4 Licensing

The following provides a summary of licensing and medical certification required for the Bus Operator position and other RTA positions that control the movement of an RTA revenue vehicle:

5.4.4.1 DMV License: It is the employee's responsibility to cover the costs of obtaining a Commercial Driver's License (CDL) and any renewals.

5.4.4.2 Medical Certificate for Safety Sensitive Position for New Hires: the RTA will provide to each candidate with a list of authorized examining doctors that will complete the US DOT required physical examination at no cost to the employee.

5.4.4.3 Medical Certificate for Existing Employees: the RTA shall post a list of employees who are due to renew their medical certificate on the first day of each month. If the employee chooses to use a doctor that is not on the RTA-provided list, the employee will be solely responsible for the costs of the physical examination.

5.4.4.4 Unpaid Time to Obtain/Maintain Licensing: Candidates for new safety sensitive positions and existing employees shall obtain or maintain commercial driver's licenses and/or medical certificates on their own time, with the exception of RTA-provided Verification of Transit Training paid time. In no case shall the RTA be liable for pay or other benefits while the candidate or employee is conducting such off-site licensing business.

Section 5.5 Recruitment and Selection Services

The RTA may contract with third party providers of recruitment and selection services. The third party service provider shall have broad discretion in interpretation of RTA policies related to recruitment and selection in order to ensure adherence to merit principles and equal opportunity in employment. The provisions of this article shall be interpreted to allow for conformance with the third-party systems and processes. Applicants and candidates shall use the systems and comply with the requirements of the third party service provider authorized by the RTA Board.

Section 5.6 Classification

The RTA shall prepare and maintain written job specifications for each classification approved by the RTA Board. All positions shall be assigned to an approved classification. See Appendix B for details on RTA job classifications.

5.6.1 Approval of Job Specifications

Job Specifications for newly created classifications or revisions to job specifications for existing classifications must be submitted to and approved by the RTA Board.

5.6.2 Upward Reclassification of Positions (refer to the CBA for those covered)

At the sole discretion of the RTA Executive Director, a position that has been assigned to a classification series may be reassigned to a higher level classification within that series. Such reassignment of classification is known as a career series promotion. A career series promotion is a non-competitive promotion.

ARTICLE 6

EMPLOYEE PERFORMANCE EVALUATION

Section 6.1 Background and Scope (refer to the CBA for those covered)

The RTA Executive Director shall establish, implement and maintain an effective system for periodic evaluation of the performance and conduct of employees at the RTA. The objective of this system shall be to record the performance of employees during the past evaluation period, assist supervisors and their employees in measuring progress toward work goals, identify employee development needs and establish a basis for personnel decisions.

Section 6.2 Evaluation Procedure (refer to the CBA for those covered)

In accordance with RTA procedures and on forms approved by the RTA Executive Director, managers/supervisors shall evaluate, record and report the performance of their direct-report employees. Performance evaluations shall be one of the following:

- a. Regular Evaluation: Employees shall receive an annual performance evaluation in July of each year, unless hired in the three months prior.
- b. Special Evaluation/Performance Improvement Plan: The RTA Executive Director may, at his or her discretion, issue an evaluation. All evaluations shall be created and administered in accordance with the provisions of this Rule.

Each evaluation shall be discussed with the employee by their supervisor and the employee shall be given a copy of the evaluation report following the discussion. The employee shall sign the report last as an acknowledgement that the report was discussed with him/her. The employee shall have the right to review the performance evaluation report with the RTA Executive Director or designated representative. The evaluation report shall be maintained in the employee's official personnel record.

Our objectives are to:

- a. Motivate and guide employees toward improved work performance, professional growth and development by discussing significant strengths and areas needing improvement in a positive, constructive manner.
- b. To promote communication between you and your supervisor to work-related matters.
- c. To provide a uniform process for supervisors to assess employee performance in relation to performance requirements. Additionally, supervisors can use performance appraisals to recommend merit increases. Therefore, no employee should expect to receive a salary increase based solely on the passage of time.
- d. To provide a method of evaluating employee suitability for continuation of employment, job transfers and/or promotions.
- e. To provide a record of employee progress.

This program is not a guarantee of advancement. The RTA Board of Directors and economic forces affecting the budget are the ultimate consideration regarding salaries.

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ARTICLE 7

PERSONAL CONDUCT

Section 7.1 Personal Conduct (refer to the CBA for those covered)

The orderly and efficient operation of RTA facilities and work sites requires that all employees maintain certain standards of job performance and good conduct. When performance or conduct do not meet RTA standards, the RTA will endeavor when it deems appropriate to provide all employees a reasonable opportunity to correct the deficiency. If, however, you fail to make the correction, you will be subject to discipline, including termination of employment.

Section 7.2 Job Performance (refer to the CBA for those covered)

All RTA employees are expected to observe professional standards of job performance and conduct in support of the mission and vision of the RTA, and to show courtesy and respect to co-workers and the public we serve.

When performance or conduct does not meet the standards and expectations of RTA, employees should be given an opportunity, when appropriate, to correct the deficiency. If, however, the employee fails to make the correction, he or she will be subject to discipline.

It is not possible to provide employees a complete list of every possible type of action which may result in discipline or termination. Management reserves the right to establish standards of conduct as it deems necessary. However, in order to provide employees some guidance concerning unacceptable behavior, the following are considered impermissible. Employees who engage in misconduct or whose performance is unsatisfactory may be subject to disciplinary action, up to and possibly including termination. The list below is intended simply to provide some examples of disciplinary offenses.

Employees may be disciplined or terminated for poor performance including, but not limited to, the following:

1. Below-average work quality or quantity as set forth in job description and compensation plan, or as determined by executive or division managers.
2. Poor attitude (for example, discourtesy, rudeness or lack of cooperation) or failure to follow the instructions of a supervisor or manager.
3. Excessive absenteeism, tardiness or abuse of break and lunch privileges.
4. A demonstrated pattern of erratic or poor attendance that is not part of an authorized leave of absence or other reasonable accommodation established by the RTA.
5. Failure to follow instructions or RTA procedures.
6. Failure to follow established safety regulations, policies, procedures or hazard communication training.

7. Reporting to work or attempting to work when physically or mentally unfit for reasons such as: illness, injury, lack of sleep, influence of stimulants, depressants, liquor or drugs, emotional strain or other unfit condition.
8. Creating or contributing to unhealthful, unsanitary or unsafe conditions, including littering, graffiti or failure to properly dispose of debris, expired food items or other trash in proper areas.
9. Loafing, wasting time or sleeping during working hours.
10. Failure to meet a reasonable measure of efficiency or to follow business-related instructions from a manager or supervisor.
11. Failure to be at work position at start of shift or end of lunch period and/or failure to remain at work position up to start of lunch period or end of shift.
12. Repeated refusal of overtime work assignments without satisfactory reasons or authorized reasonable accommodations.
13. Inattention, carelessness or negligence (willful or otherwise) which causes or could cause injury to other employees or damage to RTA property.
14. Horseplay or mischief which endangers the safety of others or creates the possibility of damage to RTA property.
15. Repetitive violation of industrial safety rules and/or regulations.

Section 7.3 Misconduct That May Result in Discipline or Termination (refer to the CBA for those covered)

1. Theft, abuse or defacing of any property belonging to the RTA or fellow workers, including stealing from customers' property.
2. Falsification or forgery of or making a material omission on forms, records, or reports, including time cards, applications for employment, customer records or checks, entertainment receipts, or RTA credit cards.
3. Lying to any supervisor or manager or submitting false or misleading documentation to support any requested benefit, including use of sick leave or other leaves of absence.
4. Actual or threatened physical violence towards another employee or subcontractor of the RTA.
5. Possessing or bringing firearms, knives, weapons, or chemicals on or to RTA property.
6. Insubordination, refusing to follow a supervisor's directions, or other disrespectful conduct to a supervisor.
7. Use of abusive language, verbal or visual, to any other person on RTA premises. Loud screaming, laughing or disruptive behavior.
8. Destroying or damaging property, records or other materials owned or leased by the RTA or any employee or subcontractor performing work pursuant to an agreement with the RTA.
9. Violating safety or health rules or practices or engaging in conduct that creates a safety or health hazard.

10. Using, possessing or being under the influence of alcohol or unlawful drugs while on duty, while on RTA's property, or while operating an RTA owned or leased vehicle.
11. Sexual harassment or other unlawful harassment bullying or abusive conducted directed toward another employee.
12. Misappropriation or theft of the RTA's funds, including unauthorized use of RTA funds, RTA credit cards and charge accounts for personal use.
13. All employees must arrive at work in condition to work. You will be subject to disciplinary action and termination if you arrive "hung over" or under the influence of drugs or alcohol. No use of drugs or alcohol is permitted during or after working hours on any part of RTA or customer premises.
14. Copying of any confidential information or records for known or unknown use by others outside the RTA.
15. Bringing to work or displaying any writings, posters, pictures or literature on RTA premises unless authorized in writing by management.
16. Solicitation to customers or other employees for sale of products including cosmetics, kitchenware or other items during business hours. Employees are urged to limit this type of activity to after hours.
17. Violation of RTA policies including breaches of security or trade secret disclosure.
18. Tampering with or in any way falsifying a document or record submitted to the RTA to support any request for benefits, including sick leave, other leaves of absence, or compensation.
19. Tampering with, destroying or in any way falsifying an RTA business record.
20. Any behavior that brings discredit to the RTA.

Section 7.4 Investigation of Employees for Misconduct

The RTA may occasionally find it necessary to investigate employees, where behavior or other relevant circumstances raise questions concerning work performance, reliability, honesty, trustworthiness, or potential threat to the safety of coworkers or others. Employee investigations may, where appropriate, include credit reports and investigations of criminal records (including appropriate inquiries about any arrest for a crime of dishonesty, theft, drugs or violence) and for which the employee is out on bail or awaiting trial. Employees subject to an investigation are required to cooperate with the RTA's lawful efforts to obtain relevant information.

The purpose of the investigation is to discover the underlying reasons for the problem so that management can take corrective action. Investigations are a tool for management to use in analyzing the reasons for problems or gathering data to make management decisions.

7.4.1 Reports or Complaints of Misconduct:

The RTA will also investigate any possible fraudulent or dishonest use or misuse of RTA resources or property by management or employees, or other misconduct. Anyone found to have engaged in a fraudulent or dishonest conduct is subject to disciplinary action by the RTA

up to and including termination of employment. The RTA also may pursue civil or criminal prosecution when warranted.

7.4.2 Policy Against Retaliation for Reporting:

The RTA will not retaliate against any employee who makes a report or complaint in good faith, believing the allegations to be true, whether or not the ultimate investigation substantiates the perceived misconduct.

7.4.3 Duties of Employees Participating in Investigations:

Any employee who participates in an official RTA investigation, whether as reporting/complaining party or as independent witness, is required to provide truthful, good faith information that is within your personal knowledge. Violations of this policy may result in discipline, up to and including termination. Providing false information, when substantiated, will result in automatic termination.

7.4.4 Policy Against Baseless Allegations:

Any employee who makes allegations with reckless disregard for their truth or falsity, as determined by a neutral investigation, may be subject to disciplinary action and /or legal claims by individuals accused of misconduct.

7.4.5 Compliance with Policies and Procedures

RTA employees shall be in compliance with all rules, regulations, policies and procedures, orders, bulletins, and instructions provided by the RTA. Ignorance on the aforementioned will not be accepted as a valid reason for failing to comply.

Section 7.5 Grounds for Immediate Termination

Violation of any of the following rules, because of their seriousness, may result in immediate termination of employment without a warning:

1. Obtaining employment based on false or misleading information or falsifying information or making material omissions in any documents or records.
2. Bringing or possessing firearms, weapons or any other hazardous or dangerous devices on RTA property or during on-duty time.
3. Absence of two or more days without authorization.
4. Possession, distribution, sale or use of alcohol or any unlawful drug while on duty or while on RTA premises or reporting to work or operating an RTA vehicle under the influence of alcohol or any unlawful drug.
5. Failure to pass a drug test administered pursuant to the established RTA drug testing policy.

6. Punching another employee's time card.

Section 7.6 Notice of Change in Employment Status

When there is a change of employment status, whether termination, leave of absence, or switching from an employee to independent contractor relationship, the RTA will provide you with a written notice on RTA letterhead providing (a) your name, (b) the type of change in employment status, and (c) the effective date of the change. The RTA is not required to specify the reason for the employment status change.

If the change in status is because the RTA has terminated, laid off, or placed an employee on a leave of absence, then the RTA shall provide to the employee a copy of the Employment Development Department pamphlet DE 2320, "For Your Benefit, California's Program for the Unemployed".

Section 7.7 Exit Interview

Upon separation from the RTA, every employee will participate in an exit interview. This gives both the employee and the RTA an opportunity to discuss the reasons the employee is leaving and the employment relationship. Management is always anxious to receive constructive comments on its business operations and the satisfaction of employees. The exit interview provides this opportunity.

EMPLOYEE ACKNOWLEDGEMENT

I have received my copy of the RTA Employee Policies and Procedures Handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures including the Harassment Policy contained in the Handbook.

I understand that, any and all policies or practices can be changed at any time by the RTA. The RTA reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that other than the RTA Executive Director, no manager, supervisor, or representative of the RTA has the authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the RTA Executive Director has the authority to make any such agreement and then only in writing, signed by the RTA Executive Director.

I understand and agree that nothing in the Handbook creates or is intended to create a promise or representation of continued employment and that employment at the RTA is employment at-will: employment may be terminated at the will of either the RTA or myself. My signature certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between the RTA and myself concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations concerning my employment with the RTA.

Any information that I learn about the RTA or its representatives as a result of working for the RTA that is not otherwise publicly available constitutes confidential information. I may not disclose confidential information to anyone who is not employed by the RTA or to other persons employed by the RTA who do not need to know such information to assist in rendering services. The disclosure, distribution, electronic transmission or copying of the RTA's confidential information is prohibited. Any employee who discloses confidential RTA information will be subject to disciplinary action (including possible termination), even if he or she does not actually benefit from the disclosure of such information. I understand the above policy and pledge not to disclose confidential information.

Employee's Signature

Date