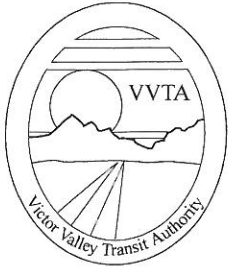


**VICTOR VALLEY TRANSIT AUTHORITY
REGULAR MEETING OF
THE BOARD OF DIRECTORS**

MONDAY, NOVEMBER 19, 2018, 9:30 A.M.



Victor Valley Transit Authority
17150 Smoke Tree Street
Hesperia, CA 92345

SUPPLEMENTAL AGENDA

ACTION ITEMS

Item #11: Adopt Revisions to the Personnel Policies and Procedures, Adopt Revisions to the Compensation Policy and Create a Standing Personnel Committee.

Recommendation: 1) Create a standing Personnel Committee of at least three Board members appointed by the Board Chair; 2) Adopt the revisions to the Personnel Policies and Procedures which add references to the Personnel Committee; 3) Adopt the revisions to the Compensation Policy which add references to the Personnel Committee.

Presented by: Carol Greene, County Counsel.

**Item #12: Closed Session.
BOARD BUSINESS**

Personnel Matters - Government Code Section 54957(b)(1) – Public Employee Performance Evaluation. Title: Executive Director.

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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Adopt Revisions to the Personnel Policies and Procedures, Adopt Revisions to the Compensation Policy and Create a Standing Personnel Committee.

SUMMARY STATEMENT

VVTA Board requested the creation of a standing Personnel Committee to provide the organization with better oversight. As such, the Personnel Policies and Procedures and the Compensation Policy require revision to include the Personnel Committee in the personnel process.

The Personnel Committee will be composed of at least three Board members appointed by the Board Chair. Since it is a standing committee, all Personnel Committee meetings will be covered by the Brown Act. It is anticipated that the Personnel Committee will meet prior to the regularly scheduled Board meetings on the same date.

The revisions to the Personnel Policies and Procedures and the Compensation Policy make the Personnel Committee the final authority regarding personnel matters.

RECOMMENDED ACTION

1) Create a standing Personnel Committee of at least three Board members appointed by the Board Chair; 2) Adopt the revisions to the Personnel Policies and Procedures which add references to the Personnel Committee; 3) Adopt the revisions to the Compensation Policy which add references to the Personnel Committee.

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM NUMBER
Carol Greene, County Counsel	N/A	November 19, 2018	11

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VICTOR VALLEY TRANSIT AUTHORITY

Representing the Communities of Adelanto, Apple Valley, Hesperia,
Victorville and San Bernardino County

VICTOR VALLEY TRANSIT AUTHORITY

PERSONNEL POLICIES AND PROCEDURES

February 2011
(Revision-6 October 15, 2018)

AT-WILL EMPLOYMENT AND CONTRACT DISCLAIMER

These Personnel Rules are not a contract of employment, and do not create a contract of employment. As such, these Rules are not intended to create, and do not create, any express or implied contractual rights and terms and conditions of employment between VVTA and any employee. Further, these Rules are not intended to provide any guarantee of continued or long-term employment, or employment for any specified term. All employment with VVTA is on an AT-WILL basis. This means that employment with VVTA may be terminated at any time, by the employee or VVTA, without any notice and without cause. Any verbal or written representations to the contrary are invalid, and should not be relied upon by any employee. **Each employee of VVTA must sign the Acknowledgment of Receipt of the Personnel Rules of the Victor Valley Transit Authority at the time of their initial hiring with VVTA, in the forms attached.**

Only the Board may amend this Policy through adoption of a written agreement that has been approved by the Board at a duly noticed public meeting. This policy supersedes all written and oral representations to the contrary.

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Our mission is to serve the community with excellent public transportation services in terms of quality, efficiency, and responsiveness.

To increase ridership and community support by exceeding expectations.

To maintain an efficient operation that represents a highly valued service.

To provide services and facilities which are responsive to the needs of the community.

Welcome to Victor Valley Transit

Welcome! As an employee of Victor Valley Transit (VVTA), you are joining a leader in the public transportation sector. Our success depends upon the dedication of our employees and we are highly selective in choosing new members of our group. We hope that you will find your position with VVTA rewarding, challenging, and productive.

Victor Valley Transit Authority (VVTA), the second largest transit operator in San Bernardino County (with over 1 million passengers a year), is a transit agency providing bus service to the cities of Adelanto, Barstow, Hesperia and Victorville, the town of Apple Valley, and certain unincorporated portions of the County of San Bernardino including Oro Grande, Helendale, Lucerne Valley, Needles, Fort Irwin, Phelan, Piñon Hills, and Wrightwood. Additionally VVTA provides a “down the hill” lifeline service, a commuter service to Ft. Irwin, and subsidizes a vanpool service. VVTA was established through a Joint Powers Authority (JPA) in 1991. The JPA includes the cities of Adelanto, Barstow, Hesperia, and Victorville, and the town of Apple Valley as well as the County of San Bernardino.

VVTA routes are grouped into five different categories: Fixed routes, Deviated routes, County routes, Intercity routes, and Commuter routes. The fixed routes are standard city bus service- they serve a pre-determined route and stop at designated stops only. Deviated routes serve a pre-determined route and stops, but can deviate as far as 3/4 mile off that route to pick up passengers with advanced reservation. County routes are similar to Deviated routes, but they serve outlying rural areas. Intercity and Commuter routes provide service between cities in VVTA’s service area.

This employee handbook is intended to explain the terms and conditions of employment of all full- and part-time employees. This handbook summarizes the policies and practices in effect at the time of publication. This handbook supersedes all previously issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described herein. Human Resources or your supervisor will be happy to answer any questions you may have.

At VVTA, we know that our success is built upon the talent and dedication of our employees. We consider you an important addition to our team effort. As you become acquainted with your position and see how our organization works, we encourage you to share your ideas and knowledge. We are interested in helping you adjust to your new job.

Your Pay and Benefits at a Glance

VVTA recognizes and values the contribution of each of its members and as such you will enjoy a generous package of pay and benefits. The following are the highlights of this package.

- All employees of VVTA are paid bi-weekly.
- Direct deposit available – either at hire or anytime thereafter.
- VVTA observes twelve (12) paid holidays each calendar year.
- Sick Pay benefits accrues four (4) hours of sick pay for each pay period worked up to 360 hours for full time employees, and one (1) hour for every 30 hours worked up to 48 hours for part-time employees. Use your sick pay to provide compensation during periods of illness, disability including pregnancy, and authorized bereavement leave.
 - VVTA provides a vacation benefit for each full time employee to take time off from work
 - 0-4 years of service: 10 days off/year
 - 5 -9 years of service: 15 days off/year
 - 10+ years of service: 20 days off/year
- New Employees - VVTA provides the following Insurance benefits to all full-time employees (40 hours/week)
 - VVTA pays \$1,000.00 of insurance premiums for combined costs of Health, Dental and Vision insurance for each employee-. Existing Employees as of October 15, 2018 shall be capped at the amount VVTA was paying towards their premiums on that date. Premium rates above these levels, as well as deductibles and copayments will be paid by the employee. All employee participation in insurance premiums will be deducted from pre-tax dollars through our 125 cafeteria plan.
- Blue Shield of California Gold Preferred Plan (PPO), Silver PPO, and Kaiser HMO plans
 - Choose the plan that's right for you. Access to a large variety of physician services.
- Dental PPO Benefits – Premier Dental (DD)
 - Preventive care paid at 100% - no deductible
 - Once annual \$50 (individual), \$150 (family) deductible is met:
 - Basic care paid at 80% in network, 80% out of network (based on DD rates)
 - Major care paid at 60% in network, 60% out of network (based on DD rates)
- Vision Benefits - Vision Services Plan (VSP)
 - Examinations every 12 months \$15.00 co-pay
 - Lenses every 12 months if necessary \$15 co-pay
 - Frames every 24 months covered up to \$120
- Pre-tax Flexible Spending Account
 - Designate pre-tax pay check contributions to reimburse yourself for eligible health care (health, dental, vision) and dependent care expenses
 - Estimate carefully – use it or lose it
- Deferred Compensation- Retirement Plan- CALPERS. Minimum vesting is 5 years. Employee pays 6.25% of salary into fund. No deductions for Social Security tax will be taken. Provides a monthly retirement payment based on a percentage of pay at time of retirement.
- Short and Long Term Disability – paid fully by the company
- Supplemental Life Insurance to \$30,000 – fully paid by the company
- Tuition reimbursement

- **Paid Jury duty leave up to 40 hours of regular pay**

Rules and Expectations at a Glance

At VVTA we strive to create a safe, secure, professional and productive work environment for all of our employees. We ask that each employee observe certain rules and practices in support of that goal. Some key policies and rules are hi-lighted on the next two pages. Please familiarize yourself with company expectations and guidelines in these areas.

How we treat each other is important

- At VVTA, we strive to create a work environment free of any unlawful discrimination or harassment. We take our commitment to **Equal Employment Opportunity** and a workplace **free of harassment, sexual harassment or discrimination** very seriously. Please see specific details on our EEO and Unlawful Harassment policies, including how to report a claim of discrimination or harassment, on [page 33 and 38](#) .
- All employees are expected to conduct themselves professionally and ethically while at work and to treat all co-workers with respect. A **list of prohibited conduct** may be found on [page 42](#) of the handbook.
- Abusive language is unprofessional, may be considered harassment by co-workers and will not be tolerated at VVTA.
- **Violence and bullying in the workplace is specifically prohibited and cause for immediate dismissal.**
- **Possession of firearms or other weapons is specifically prohibited and cause for immediate dismissal.**

How we perform our job is important

- Possession, use of, or being under **the influence of alcohol, illegal drugs or controlled substances** while at work or on company property is prohibited. Your well being and that of your co-workers is important to us. We believe that the use of these substances either on or off the job can impair an employee's work performance, safety and health. See our policy guidelines on [page 39](#).
- Theft or destruction of company property is prohibited and cause for immediate dismissal.
- As an employee of VVTA, you are expected to be punctual and regular in attendance. If you are unable to report to work as scheduled you are expected to notify your immediate supervisor within one hour of your scheduled start time. [Page 19](#)
- Each employee is expected to record their work time accurately. Falsifying time records is cause for dismissal.
- VVTA observes a business casual dress work environment. Employees are expected to wear clothing appropriate for the nature of our business and the type of work performed. All employees are expected to maintain good personal hygiene habits. [Page 43](#)

How we use Company Property

- Use of company computers to visit adult or pornographic sites is prohibited at all times. Downloading of music files onto company computers is prohibited.
- All company provided property including desks, computers, telephones, etc. are to be used for company business only and kept clean and in good working condition.

Other Obligations

- Each employee is responsible for safeguarding VVTA proprietary and confidential information.
- No employee is to give interviews or comments to the news media unless authorized to do so by the company.
- No employee is to enter into any type of contract or business obligation without prior authorization from the company.
- No personal or non business related solicitation of employees or distribution of literature is allowed on company property or bulletin boards.
- Employees are expected to conduct their personal affairs in a manner that does not adversely affect VVTA's or their own integrity, reputation or credibility. Illegal or immoral off-duty conduct by an employee that adversely affects VVTA's legitimate business interests or the employee's ability to perform his or her job will not be tolerated.
- **VVTA is a non-smoking work environment** in compliance with State and local ordinances. No smoking, including e-cigarettes and nicotine delivery systems such as vaporizers are permitted within 20 feet of any entrance to the building or in and around VVTA owned vehicles.

Introduction

1.0 – PURPOSE

Effective Date: 10/1/2010

Revision Date:

This document shall constitute the Personnel Policies and Procedures (“PPP”) of Victor Valley Transit Authority (VVTA).

- A. These Personnel Rules and Regulations (“Rules”) were adopted by the Victor Valley Transit Authority Board of Directors.
- B. The purpose of these Rules is to provide for a lawful, efficient and orderly personnel system; one that can be expected to attract and employ the best qualified individual for each position and to provide for a fair and equitable system of personnel management. Employees should understand; however, that these Rules are not intended to be a contract (express or implied).
- C. These Rules supersede and replace all previous human resources manuals, personnel manuals, and personnel policies, practices, and guidelines written or oral.
- D. Procedures
 - 1. The Board reserves the right to amend, supplement or rescind any provisions of these Rules, other than its employment-at-will provisions, as the Board deems appropriate at its sole and absolute discretion.
 - 2. The Executive Director is responsible for presenting amendments and revisions to the Rules for consideration by the Personnel Committee prior to presentation to the Board in order to improve equity, comply with regulations, or provide for administrative ease. The Executive Director has the authority to adopt policies and procedures to implement these Rules, and to address matters not inconsistent with these Rules.
 - 3. Every employee will be given a copy of the Rules upon employment with VVTA. All employees shall be required to acknowledge receipt of these rules. A copy of the acknowledgment shall be maintained in the employee's personnel file.
 - 4. Requests for changes, updates, or modifications to the Rules should be directed to the Executive Director for review and consideration and subsequent consideration by the Personnel Committee and approval by the Board.

1.1 GENERAL PROVISIONS

Section 1.11 Prior Policies Repealed

If the terms and provisions of the PPP are inconsistent or in conflict with the terms and provisions of any prior VVTA personnel policies and procedures, resolutions, rules and regulations governing the same subject, the terms of this PPP shall prevail and such inconsistent or conflicting provisions or prior resolutions, rules and regulations are hereby repealed.

Section 1.12 Term of the PPP

This PPP shall take effect when adopted by the Board of Directors of VVTA, and shall remain in effect unless repealed, in whole or part, by the Board of Directors for VVTA. The Board of Directors may in its sole discretion add to, delete or otherwise modify the PPP.

Section 1.13 Employee Responsibility

It shall be the responsibility of each employee to become aware and be knowledgeable of the PPP. Violation of the PPP as adopted shall constitute grounds for rejection, suspension, demotion, termination or other disciplinary action deemed appropriate by VVTA management.

Section 1.14 Section Policies and Procedures

Supervisors may issue such written policies and procedures as deemed necessary for the efficient, safe and orderly administration of the department. However, no such policies or procedures shall conflict with, go beyond or supersede the PPP and shall be approved by the Executive Director before their implementation. Copies of department policies and procedures must be distributed to each employee of the section. Department policies and procedures must be consistent with, and supplementary to, the PPP.

Section 1.15 Distribution of Personnel Policies

A copy of the PPP shall be distributed to each VVTA employee. Newly hired employees shall receive a copy at the time of Employee Orientation.

Copies of the PPP shall also be distributed to each department. Copies shall be available from the Executive Director and in the Human Resources office. Employees with questions about the PPP may direct them to their immediate supervisor, or to Human Resources.

Section 1.16 Definition of Terms

Terms used in the PPP are defined as follows:

Acting Appointment - An appointment of a person who possesses at least the minimum qualifications established for a particular position and who is appointed to said position in the absence of available eligible incumbents, or on an interim basis pending later appointment of an eligible person.

Advancement - A salary increase for an established position.

Applicant - Any person submitting a formal completed application for employment with VVTA.

Appointing Authority - The Executive Director is the appointing authority for all VVTA employees. The Executive Director may delegate appointing authority to others as appropriate.

Authorized Position - A specific work position that is or may be held by an employee.

Benefit Date - For the purpose of sick and vacation leave accrued, the benefit date is defined as follows for all employees: (a) If the first working day of the pay period was worked, the benefit date will be the first day of that pay period. (b) If the employee started anytime after the first working day of the pay period, then the benefit date will be the first day of the following pay period. (c) Employees who are absent without pay for more than thirty (30) consecutive days, shall have their benefit date adjusted to reflect the deduction of the period of time in which the employee was absent, unless an exception is made by the Executive Director.

Board of Directors - Governing Board for VVTA.

Compensation - Salary, wages, fees, benefits, allowances or other moneys paid to or on behalf of an employee for personal services.

Continuous Employment - Employment in a regular position that is uninterrupted from the effective date of the appointment except by an authorized absence with pay or an authorized leave of absence without pay of thirty (30) consecutive days or less.

Contract Employees - Those individuals employed by VVTA pursuant to the terms of an individual employment contract that sets forth terms and conditions of employment. Unless expressly stated herein, the provisions of the PPP shall not be applicable to contract employees.

Days - Means calendar days unless otherwise stated.

Demotion - The movement of an employee from one position to another position, the new position having a lower maximum base rate of pay.

Disciplinary Action - The termination, demotion, reduction in pay, or suspension of a regular employee for punitive reasons.

Discharge - Involuntary termination of employment with VVTA.

Employee - A person who is legally occupying a position in VVTA's service or who is on an authorized leave of absence for such position.

Fiscal Year - The fiscal year for the VVTA begins on July 1 and ends on June 30 of the next year.

Full-time Employee - A regular employee of VVTA who is regularly scheduled to work at least forty (40) hours per week.

Grievance - Any good faith or reasonable complaint of an employee or a group of employees or a dispute between VVTA and said employee or group of employees involving the interpretation, application, or enforcement of this Personnel and Policies Manual; provided, however, complaints involving performance evaluations, denial of merit pay increases, and minor discipline shall not be grievable, but upon request of the affected employee, they are subject to review by the Executive Director whose decision shall be final and binding.

Grievance Procedure - The systematic means set forth in the PPP by which an employee may obtain consideration of a grievance.

Immediate Supervisor - The most immediate person to whom an employee reports and is a supervisor per the definition in this section.

Introductory Employee - An employee, new to VVTA, is considered in an "introductory period" for the first six (6) months of employment for the purposes of orientation, training, and observation for suitability of the employees' ability to competently perform the duties of the position he/she was hired for. During this period use of certain benefits may be restricted.

Leave of Absence - An authorized absence from duty for a specified period.

Part-time Employee - A regular employee of VVTA who is regularly scheduled to work less than forty (40) hours per week. Part-time employees receive no benefits, vacation or holiday leave.

Performance Evaluation - A review and evaluation of an employee's performance and capabilities in the employee's authorized position by the employee's immediate supervisor and/or other member of management.

Personnel Policies and Procedures Manual (PPP) - This document concerning employment with VVTA.

Personnel Officer - The Executive Director or an employee of VVTA designated in writing by the Executive Director as the Personnel Officer.

Personnel Committee - The standing committee of the Board of Directors comprised of three members of the Board of Directors appointed by the Chair of the Board of Directors.

Position - A group of current duties and responsibilities assigned or delegated by the appointing authority and requiring the full or part-time services of one (1) employee.

Promotion - The movement of an employee to a position having a higher maximum salary rate, generally with an increase in duties and responsibilities over the employee's present position.

Reduction in Pay - A temporary or permanent decrease in wages.

Regular Employee - An employee who has successfully completed the introductory period and has been retained as hereafter provided in this PPP is an employee having regular status.

Reinstatement - The restoration without examination of a former regular employee or introductory employee to a position in which the employee formerly served as a regular non-introductory employee.

Resignation - Voluntary termination of employment by an employee.

Salary Range - Categories which determine the minimum and maximum salary payable for each employment classification.

Smoking - Includes any lighted cigarette, cigar, pipe, e-cigarette, nicotine delivery system such as a vaporizer, or other item that creates smoke which may be inhaled by others.

Supervisor - A person having authority in the interest of VVTA to direct, train, assign, demote, recall, reward, or discipline other employees, or address their grievances, or effectively recommend any such action, if in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.

Suspension - The temporary separation, with or without pay, from service of an employee for disciplinary purposes.

Termination - The conclusion or cessation of employment with VVTA.

Transfer - The movement of an employee within a department or between departments from one position to another position having the same maximum salary.

Vacancy - An unfilled authorized position in VVTA employment.

VVTA - Victor Valley Transit Authority.

Section 1.17 Savings Clause

If any provisions or the applications of any provision of the PPP, as implemented, are rendered or declared invalid by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provision of the PPP shall remain in full force and effect.

Nothing in the PPP shall be construed to deny any person or employee the rights granted by Federal and State law. The rights, powers and authority of the Board of Directors in all matters, including the right to maintain any legal action, shall not be modified or restricted by these regulations.

Section 1.18 Application of Personnel Rules

These Personnel Rules shall apply to all officers, positions and employment in the service of the VVTA, except:

- (A). The Executive Director and Deputies designated by the Board of Directors;
- (B). Elected officials;
- (C). Members of appointed boards;
- (D). Persons engaged under contract to supply expert, professional, technical or any other services;
- (E). Volunteer personnel, including but not limited to student interns;
- (F). Contract employees;
- (G). Technical Advisory Committee Members.

Employment Status

2.0 RECRUITMENT

Section 2.1 Hiring

1. It is VVTA's policy to provide full and equal employment to all qualified applicants regardless of race, creed, color, natural origin, sex, religion or age.
2. VVTA's employment policy is to recruit and hire the best qualified applicants available for the positions to be filled, consistent with compensation and statutory considerations.
3. Completed VVTA employment application forms and candidate resumes provide the basis for thoroughly investigating applications for employment.
4. All completed employment application forms or resumes received within VVTA will be evaluated and filed for follow-up and to meet legally established retention requirements.
5. No offers of employment or commitments regarding job availability or rates of pay will be extended without a position allocation approved by the Board and the express approval of the Executive Director.
6. Recruiting, screening, reference checking, and recommendations for employment of all personnel is the responsibility of the Executive Director or designee.
7. VVTA has ongoing efforts to attract minority group applicants. All employment advertising, regardless of the media involved, shall be approved and placed by the Executive Director.
8. In recruitments which include internal recruitments, VVTA provides current employees an opportunity to indicate their interest in open positions and advance within the organization according to their skills and experience. If you are interested in applying for a posted position, please indicate your interest to Human Resources and they will provide you with a detailed list of requirements for that position along with the necessary application materials.

NOTE: In addition to the minimum eligibility requirements for the position, as set forth in the job description, to be eligible to apply for a posted job, current employees must have performed competently for at least 180 calendar days in their current position. Employees who have a written warning on file, or who are in the introductory period for their current job, are not eligible to apply for posted jobs. Eligible employees can only apply for those posted jobs for which they possess the required skills, competencies, and qualifications.

9. Employment Data File
 - a. A VVTA Employment Data File will be maintained in accordance with any applicable requirements of federal and state law.
10. Offers of employment.
 - a. Employment offers shall be extended only by the Executive Director after approval by the Personnel Committee.
 - b. Employment offers may be made contingent upon satisfactory completion of a pre-employment medical examination and drug test, criminal history background investigation and proof of current valid California driver's license.
 - c. The starting pay rate for an employee should be at least the minimum established in the pay class for that position. In the event an applicant entering VVTA employment is found to possess qualifications extraordinary for the position the applicant is being hired for, the Executive Director may authorize the employment of such applicant at any point within the appropriate pay range after approval by the Personnel Committee. For the purposes of this section, "extraordinary" means the applicant has education,

- experience and/or skills superior to that commonly required and expected for the position.
 - d. No applicant shall commence work unless he/she has provided evidence of proof of citizenship, proof of eligibility to work in the United States, including a social security card, and submittal of completed I-9 form, or immigration certificate of right to work in the United States. Each new employee shall submit a completed Employee Withholding Exemption Certificate prior to commencing any work.
 - e. Each new employee shall submit a residence address (street address) and a mailing address (if different than the residence address), which shall be maintained in the employee's personnel file. Updated information shall be provided if the residence address and/or mailing address changes. A Post Office Box number is insufficient by itself.
 - f. If applicable, each new employee shall also be required to submit a completed Form 700 and any other conflict of interest forms required by the California Political Reform Act of 1974, Title 9, California Government Code Sections 81001, et seq., and the regulations issued pursuant thereto.
11. False or misleading statements.
 - a. Submittal of false or misleading information in an employment application or during the recruitment process shall be grounds for dismissal from employment.
 12. Nothing herein shall modify the at-will status of all VVTA employees.

Section 2.2 Disqualification

The Executive Director may disqualify an applicant or refuse to refer any person for employment for, but not limited to, the following reasons:

1. The applicant does not possess the necessary qualifications established for the position.
2. The applicant is physically or psychologically disabled for the performance of essential functions of the position and such disability cannot be reasonably accommodated.
3. The applicant has been terminated for good cause from previous employment.
4. The applicant has used or attempted to use any improper personal or political influence to further their employment with VVTA.
5. The applicant has been convicted of a felony or misdemeanor which was of such a nature as to reflect adversely and substantially on the applicant's ability to perform the duties of the position.
6. The applicant has been convicted of a criminal offense involving moral turpitude. The word "convicted" shall be construed to mean a plea of guilty or nolo contendere regardless of whether sentence is imposed by the court.
7. The applicant has practiced or attempted to practice any deception, fraud or omission of material fact in the application or interview, or in securing eligibility for employment.

Section 2.3 Medical Examination

Following a conditional offer of employment, prospective employees may be required to complete a job related pre-employment physical examination. Such examination shall be performed by a licensed physician chosen by VVTA without cost to the prospective employee. The physician will indicate the employee's fitness for employment. In the event the examination is not completed prior to the employee's scheduled start date, only a tentative appointment may be made. Final appointment may be contingent on a satisfactory examination.

3.0 ADMINISTRATION OF PERSONNEL

Section 3.1 Employment Categories

It is the intent of VVTA to clarify the definitions of employment categories so that employees understand their employment status and benefit eligibility.

Each employee will belong to one of the following categories:

1. Regular Full-Time Employee.
2. Regular Part-Time Employee.

Please refer to the definitions section of the PPP for further explanation of these categories. If you do not clearly understand your category please ask your supervisor or Human Resources for further explanation.

Section 3.2 Merit Employment Policy

It is the policy of VVTA to provide for an employment system which assures that employees are selected, promoted and retained on the basis of merit. It is the intent of this system to provide fair and equitable treatment to all applicants for employment. The screening and selection of employees shall be on a specific job related basis.

Section 3.3 Introductory Period

To ensure that new employees are able to satisfy requirements of the position for which they were hired, the first six months or 1040 regularly scheduled working hours of employment, whichever occurs later, shall be considered the minimum introductory period for regular full time employees of VVTA. The period will be six (6) months for part-time employees regardless of hours worked in that period. The introductory period is required as part of the testing process and shall be utilized for observing closely the employee's work. Employees may receive a performance evaluation after completion of 3 months and/or at the completion of the minimum introductory period. At the discretion of the Executive Director the introductory period may be extended for a maximum of six additional calendar months or 1040 additional regularly scheduled working hours, whichever occurs later, or waived in its entirety.

Note: Regular full time employees will not be able to use vacation, sick or some holiday benefits during this period, although vacation and sick benefits will continue to accrue from the benefits date.

Section 3.4 Promotion/Transfer to a Vacant Position

It is the policy of VVTA to fill authorized vacant positions based on merit and to provide promotional opportunities for qualified employees.

Employees interested in either a promotion or transfer to a vacant position for which they are qualified shall submit an employment application the Executive Director. Employees who have not yet successfully completed the introductory period for their current position are not normally eligible for promotional consideration.

Employees promoted shall receive at least the entrance rate of the new salary range or a five percent (5%) salary increase whichever is greater; however, no employee is advanced above the maximum of the salary range of the new position.

At the sole discretion of the Executive Director, employees failing to perform satisfactorily in the newly assigned position may be reinstated to their former position or to a position requiring similar skill and in a similar pay grade provided that the prior position is not filled and/or a new position requiring similar skill is available. The decision of the Executive Director in all such cases shall be final.

Section 3.5 Demotion

Employees requesting a voluntary demotion shall submit a memorandum to the Executive Director detailing the request for voluntary demotion and reasons for the request. Upon receipt of the request for voluntary demotion, the Executive Director will notify the employee's supervisor. If the request for voluntary demotion involves a change from one section to another, both supervisors must consent thereto unless the Executive Director orders the demotion.

VVTA may demote an employee whose ability to perform the required duties falls below standard or for disciplinary purposes. No employee shall be demoted to a position for which the employee does not possess the minimum qualifications.

Section 3.6 Administrative Leave

VVTA may place an employee on paid or unpaid administrative leave pending investigation and resolution of allegations of misconduct or for other legitimate reasons.

Section 3.7 Suspension

The Executive Director may suspend an employee from a position at any time with or without pay for disciplinary purposes.

Section 3.8 Reinstatement

Employees who have resigned from VVTA employment in good standing may be eligible for reinstatement to their former position or to a position requiring similar skills and in a similar pay grade providing all of the following criteria are met:

1. There is a vacancy in the position for which the employee seeks reinstatement.
2. The former employee is able to perform the essential functions of the position with or without reasonable accommodation.
3. Performance evaluation history at the time of resignation was satisfactory or better.
4. The former employee provided at least two (2) weeks notice upon resignation unless mutually waived.
5. The Executive Director approves the reinstatement request prior to the appointment.

Such reinstatement shall be at the sole discretion of VVTA. VVTA reserves the right to consider the restoration of salary, seniority and other employee benefits on an individual basis and the same shall be restored at the sole discretion of the Executive Director after approval by the Personnel Committee. Reinstated employees may be required to complete a new employee introductory period as set forth in Section 3.3 of the PPP.

Section 3.9 Termination

All employees of VVTA are considered "at will" and may be terminated without cause or without right of appeal at any time during their employment with VVTA. Terminations occurring during the introductory period shall be initiated by the appropriate supervisor and approved by the Executive Director prior to notifying the employee of termination action. Terminated introductory employees shall forfeit all employee benefits except benefits accrued under the VVTA adopted Retirement System and benefits to which the employee is statutorily entitled.

Section 3.10 Orientation

A brief orientation will be provided to each new employee of VVTA. The orientation will address issues such as hours of work, rest periods, salary, benefits, introductory period, performance evaluation, position descriptions, attendance, drug abuse policy, smoking policy, AIDS policy, sick leave, vacation, overtime and other basic personnel issues as directed by the Executive Director. Every employee shall be provided a copy of the PPP.

Section 3.11 Nepotism

In order to assure efficiency in implementing policies of the VVTA, it is necessary to restrict the employment of relatives of elected and appointed officers of the VVTA and of relatives of VVTA employees. For the purpose of this policy a "relative" is defined as a spouse, child, step-child, parent, step-parent, parent-in-law, legal guardian, brother, sister, brother-in-law, sister-in-law, step-sister, step-brother, aunt, uncle, niece, nephew, grandchild, grandparent regardless of their place of residence; or any other individual related by blood or marriage living within the same household as the VVTA employee. Therefore, the following restrictions will apply:

1. Relatives of the Executive Director and Board Officers of the VVTA shall not be eligible for VVTA employment in any capacity.
2. Relatives of VVTA employees shall not be placed or allowed to work in a position which exercises supervisory authority over a relative or places an undue hardship on other employees within the particular work unit and such employment is detrimental to the supervision, safety, security or morale of the particular work unit as determined by the Executive Director.
3. In no event shall an employee participate directly or indirectly in the recruitment or selection process for a position in which an employee's relative may have filed an official employment application.

Section 3.12 Notice of Resignation

Employees who wish to voluntarily terminate employment with VVTA should provide a minimum of two weeks written notice to their immediate supervisor. Resignation shall be deemed accepted upon submission. The written resignation shall be forwarded immediately to Executive Director for processing. Any employee failing to provide VVTA with a minimum of two weeks written notice may be ineligible for consideration for future employment with VVTA unless mutually waived.

Section 3.13 Death of Employee

In the event of a death of a VVTA employee, payment of all earned wages due shall be in accordance with the laws of the State of which the deceased employee was a legal resident at the time of death.

Unless otherwise provided by law, payment of any funds due the deceased employee will be paid to the beneficiary so designated in writing by the employee. If no beneficiary has been designated, any funds due shall be paid to the deceased employee's surviving spouse. In the absence of a surviving spouse, such payment shall be made to the employee's children. In the absence of children, such payment shall be made to the estate of the deceased employee.

Section 3.14 Personnel Files

Human Resources shall maintain a personnel record for each employee in the service of VVTA showing the name, title of position held, the department to which assigned, salary, changes in employment status, and such other information as may be considered pertinent by the Executive Director. Personnel records are confidential and access to personnel records shall be limited to the Personnel Committee, the Executive Director and any authorized representatives. Additionally, you have a right to inspect certain documents in your personnel file, as provided by law, in the presence of a VVTA representative at a mutually convenient time. No copies of documents in your file may be made, with the exception of documents that you have previously signed. You may add your comments to any disputed item in the file.

Section 3.15 Identification Cards

Employee identification cards shall be issued to all employees of VVTA. Employee identification cards are to be used by employees in conducting business on behalf of VVTA. Employee identification cards are the property of VVTA and shall be surrendered to the VVTA upon demand or termination of employment. Employees shall be required to immediately report lost or stolen identification cards to Human Resources.

Section 3.16 Keys

Keys to VVTA facilities, vehicles, and equipment will be issued to employees so designated by the Executive Director. Keys are the property of VVTA and shall be surrendered to VVTA upon demand or upon termination of the employee. Employees shall be required to immediately report lost or stolen keys to Human Resources. Under no circumstances shall any employee make a copy of any VVTA keys without the express permission of the Executive Director. Making copies of VVTA keys without permission, could result in disciplinary action up to and including termination.

Your Time and Pay

4.0 Compensation and Hours

Section 4.1 Compensation

The Personnel Committee with the recommendation of the Executive Director or a designated representative shall be responsible for preparing and maintaining an employee compensation plan for VVTA. The employee compensation plan shall be approved by the Board of Directors of VVTA.

Employees may be eligible for a salary merit increase, within their respective salary range, upon completion of the introductory period or any extension thereof, and at twelve month intervals thereafter. A completed performance evaluation with a satisfactory or higher rating shall be required for all salary increase recommendations.

NOTE: Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of VVTA and depend upon many factors in addition to performance.

All salary merit increases shall be approved by the Executive Director

Section 4.2 Payment of Wages

Pay Days:

All employees of VVTA are paid every other Friday for work performed during the previous two-week pay period. If a regular payday falls on a holiday, employees will be paid on the last day worked before the holiday.

Paychecks:

Paychecks are normally available by 12 p.m. and are distributed by your supervisor. If you observe an error on your check, please report it immediately to your manager or the payroll department.

Direct Deposit:

VVTA offers automatic payroll deposit for employees. You may begin and stop automatic payroll deposit at any time. Forms are available from the payroll or human resources department to begin or stop automatic deposit. It usually takes one to three pay periods, depending on your financial institution, before the automatic deposit becomes active. You should carefully monitor your payroll deposit statements for the first two pay periods after the service begins. Deductions required by law and those which employees have authorized will be itemized on the paycheck stub. If there are ever any questions regarding paychecks or deductions, please immediately contact the VVTA payroll representative.

Section 4.3 Employment Hours

The official workweek for VVTA shall begin on Saturday at 12:01 a.m. and end at 12:00 p.m. on the following Friday. Office hours are generally from 8:00a.m to 5:00p.m. Monday through Friday. Alternate work schedules may be authorized by the Executive Director.

Section 4.4 Rest Periods

Employees of VVTA shall be allowed to receive one rest period not to exceed fifteen minutes in any three (3) consecutive hours of work. **Non-exempt employees who work more than 5 hours in a day must, by law, take a minimum 30 minute lunch break.** The employee's immediate supervisor shall coordinate the scheduling of rest periods.

You are expected to observe your assigned working hours and the time allowed for meals and breaks.

Section 4.5 Overtime for Non-exempt Employees

Employees may be required to work overtime as necessary. Non-exempt employees of VVTA shall not exceed forty (40) hours in one workweek without prior authorization from their immediate supervisor. Only actual hours worked in a given workday or workweek can apply in calculating overtime. VVTA provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law as follows:

- All hours worked in excess of 40 hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends at midnight 24 hours later. Workweeks begin each Saturday at 12:01 a.m.;
- Compensation for hours in excess of 40 for the workweek, , shall be paid at a rate one and one-half times the employee's regular rate of pay;
- Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees;
- Vacation and sick time is not used in calculations of overtime.

Section 4.6 Advances

VVTA does not permit advances against paychecks or against un-accrued vacation.

Section 4.7 Time Reports

All VVTA non-exempt employees may be required to complete a time report recording all hours worked, vacation, sick leave, administrative leave, etc. Time reports should be signed by the employee's supervisor and forwarded to the payroll department no later than 10:00 a.m. on the Monday following the end of the pay period.

Section 4.8 Attendance and Tardiness

Employees shall be in attendance at their work in accordance with the rules regarding hours of work, holidays and leaves. Employees shall make every effort to schedule personal appointments outside their working hours. VVTA will maintain records of employee attendance. Employee attendance will be reviewed and evaluated during the employee's annual performance evaluation. All employees are expected to be at work on time, on a regular basis. Unsatisfactory attendance will result in discharge. Unnecessary absenteeism and tardiness will impact any promotion considerations. For non-exempt employees, each employee's general attendance record may be examined whenever an incident of absence or tardiness is posted on the employee's time card. The employee's record will be reviewed for the previous twelve (12) months. The number of absences and tardies will be combined in determining the proper discipline. Each absence will be considered an incident. Two tardies will also be an incident for purposes of this policy. Incidents will be accumulated and disciplinary action taken pursuant to the

following steps. VVTA, however, reserves the right to take appropriate disciplinary action, up to and including discharge, for any incident based on the specific facts and circumstances.

Section 4.9 Inclement Weather/Natural Disasters

In the event of severe weather or a natural disaster that prevents employees from safely traveling to and from work, the following leave policies will apply:

Inclement weather: Conditions that could excuse absence from work include: snow, road closure, announced mud slide danger, heavy rain, and severe flooding. If weather conditions prevent you from safely traveling to work, you must notify your immediate supervisor by phone, if telephone service is functional, or by any other available means, such as email or cell phone. Accumulated Vacation time may be used to cover absences or the time will be unpaid.

Natural disasters: In the event of a natural disaster such as earthquake, fire, or explosion, the office will be closed if the building is damaged or highways leading to the office are damaged. For instructions on facility operating status and reporting, contact the office immediately, if possible.

Section 4.10 Expense Reimbursement

Travel Expenses

VVTA shall reimburse employees and officers of VVTA for travel, lodging and other expenses directly related to the conduct of VVTA business provided such expenses have been previously approved by the appropriate supervisor and/or the Executive Director. Laundry and dry cleaning charges will not be allowed unless the trip is more than one week in duration.

Travel Reimbursement

Employees shall be required to complete an expense reimbursement form in order to obtain reimbursement for expenses. The expense reimbursement form shall be submitted to the appropriate supervisor. Supporting original receipts and documentation shall be attached to the expense reimbursement form. **All requests for reimbursement should be submitted as soon as possible following the dates of travel but in no instance should they be submitted later than 30 days following the dates of travel. Reimbursements not submitted in a timely manner may be subject to denial.**

Personal Automobile Travel

Employees are not permitted to use their personal automobile in conducting VVTA business without approval of the appropriate supervisor. Prior to authorizing the use of a personal automobile for VVTA business, each supervisor shall determine the validity of the business purpose and availability of a VVTA owned vehicle.

If VVTA owned vehicles are available and are equally convenient to the performance of VVTA business, the supervisor shall not authorize the use of an employee's personal automobile for business purposes.

The reimbursable mileage rate for travel by personal automobile shall be set in accordance with the annual federal mileage rate.

Other Official Expense Reimbursements

Other official expenses of a non-personal nature may be approved if supported by receipts and a justification for the charge. In all cases, work related expenses that you will be seeking reimbursement for, should be preapproved before the expenditure is made in order to assure reimbursement will be approved.

Employee Benefits

Eligible employees at VVTA are currently provided a wide range of benefits. A number of the programs (such as workers' compensation, and unemployment insurance) cover employees in the manner prescribed by law.

VVTA reserves the right to modify, supplement or delete employee benefits at any time. Neither this Rule, nor any other provision of these Rules, is intended to constitute a promise or guarantee that any particular benefit program, or level of benefits will be maintained permanently.

Benefits eligibility is dependent upon a variety of factors, including employee category. **Employees classified as Part-Time are generally not eligible for most benefits offered at VVTA.** Information as to eligibility should be directed to Human Resources.

FMLA/CFRA NOTICE: The FMLA and CFRA provide eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration. To be an "eligible employee" you must (1) have been employed by the Authority for at least 12 months (which need not be consecutive); (2) have worked for at least 1250 hours during the 12-month period immediately preceding the commencement of the leave; and (3) at a worksite where 50 or more employees are located within 75 miles of the worksite. **Because the Authority does not have a worksite where 50 employees are located, the FMLA and CFRA are not applicable to the Authority,** but the Authority has included this information in the policies as required by law.

Section 5.1 Insurance Benefits

It is the policy of VVTA to sponsor participation in employee insurance and other benefit programs for regular full-time employees and their dependents, subject to available funding, workforce, and work needs. Current benefits are set forth in this section.

NOTE: Only a partial description of benefits follow. Please see your Human Resources representative for more detailed explanation of benefits and benefit rules.

5.11 Health Insurance Benefits:

Participation in VVTA sponsored health insurance programs is effective after hiring based on the benefits date and any applicable waiting period required under the particular health insurance program.

1. Insurance Premiums

VVTA pays a defined contribution towards insurance premiums for combined costs of Health, Dental and Vision insurance for each employee based on the following table:

Employees Hired Prior to October 15, 2018:

- Employee only: up to \$1,000.00
- Employee +1: fixed at current Employer contribution
- Employee + Family: fixed at current Employer contribution

Employees Hired on or after October 15, 2018:

All coverage levels: (EE, E+1, Fam): up to \$1,000.00

Premium rates above these levels, as well as deductibles and copayments will be paid by the employee. All employee participation is deducted from pre-tax dollars through our sec125 Flexible Benefits plan.

2. Deductibles and Copayments

Some benefit programs require additional contributions from the employee such as insurance “deductibles” and “co-payments” for services received. To help defray the costs of these types of payments, VVTA provides an elective Flexible Spending Account where the employee can elect to have pre-tax earnings allocated to pay for a variety of medical related expenses excluding insurance premiums. (See “Flexible Spending Account” p.22)

3. Medical care plan:

- a. Comprehensive medical, hospital, surgical, and prescription drug coverage for you and your eligible dependents.
- b. Extensive PPO/HMO Networks. Access to a large variety of physician services.
- c. Cafeteria Plan. Choose the plan that is right for you.

4. Dental care plan:

- a. Employee choice of eligible provider.
- b. Dental checkups and teeth cleaning services including x-rays are provided.
- c. Benefits include minor and major oral care services as well as a limited benefit for orthodontics.

5. Vision Service Plan:

- a. Employee choice of eligible provider.
- b. Benefits include examinations, frames, lenses and contact lenses.
- c. These benefits have co-pay requirements covered by the employee.

6. Flexible Spending Account (FSA)

- a. Designate pre-tax pay check contributions to reimburse yourself for eligible health care (health, dental, vision) and dependent care expenses up to legal maximum per calendar year.
- b. No claims to file. Use an FSA debit card (FLEX Card) to pay for your qualified expenses.
- c. **Estimate carefully – use it or lose it.** Amounts deducted from your pay must be used by the plan year end (90 days following

calendar year end) or they will be lost. Additionally, amounts set aside but not used may be subject to repayment of tax liability.

7. Benefits Continuation (COBRA)

- a. The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under VVTA's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, separation from employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage (insurance premiums) at VVTA's group rates plus an administration fee. VVTA provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under VVTA's health insurance plan. The notice contains important information about the employee's rights and obligations.

NOTE: Part-time employees do not receive Health Benefits from VVTA.

5.12 Long Term Disability:

1. A long-term disability plan has been established by which an employee is eligible to receive disability payments 90 days after continuous disability.
2. Disability payments of up to a maximum of 60% of salary will be distributed on a monthly basis.
3. Payments will continue to age 65.
4. Premiums are paid entirely by VVTA.
5. The specific terms are set forth in the long-term disability plan itself.

NOTE: Part-time employees do not receive Long Term Disability benefits from VVTA.

5.13 Life Insurance:

1. Each regular full-time employee shall receive a \$30,000 term life insurance, currently at 100% VVTA expense.

NOTE: Part-time employees do not receive a life insurance benefit from VVTA.

5.14 Workers Compensation:

VVTA provides a comprehensive workers' compensation insurance program in accordance with state law. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment.

Employees who sustain work-related injuries or illnesses, no matter how minor they may appear, should inform their supervisor immediately.

To ensure that you receive any workers' compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to your supervisor and human resources;
- Seek medical treatment and follow-up care if required; your VVTA supervisor will designate a medical facility for your initial visit and care and arrange transportation if you are unable to transport yourself. You are expected to cooperate fully with all medical advice and treatment plans. After 30 days of treatment by the VVTA designated medical facility, you may also seek additional medical treatment and/or a second opinion from a medical facility of your choice.
- Complete a written Employee's Claim Form (DWC Form 1) and return it to the Human Resources Manager within 3 days of injury; and
- Provide VVTA with a certification from your health care provider regarding the need for workers' compensation disability leave, as well as your eventual ability to return to work from the leave.
- VVTA will pay a full day's wage on the date of injury based on the employee's normal work day schedule. Thereafter, all missed work hours due to a reportable workers compensation claim will be paid by VVTA's workers compensation insurance company. Any waiting time requirements, or coverages of less than 100% of the employee's normal pay rate covenanted in VVTA's insurance policy, can be supplemented by the employee's available sick or vacation time benefit.
- Continuation of Employee's medical insurance benefits will be in accordance with section 6.8 of the PPP.

IMPORTANT: The law requires VVTA to notify the workers' compensation insurance company of any concerns of false or fraudulent claims.

Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony. A violation of this law is punishable by imprisonment for one to five years, or by a fine not exceeding \$50,000 or double the value of the fraud, whichever is greater, or both. Additional civil penalties may also apply.

NOTE: Worker's compensation benefits are available to all classes of employees.

Section 5.2 Deferred Compensation (Retirement) Program

VVTA participates in the California Public Employees' Retirement System (CALPERS). This program provides fixed monthly payments to VVTA employees who retire from employment after accumulating sufficient service credits and meeting program qualifications. Participation is mandatory for all regular, full-time employees of VVTA.

There is a thirty (30) day waiting period before participation begins. While VVTA makes contributions to each retirement account, qualified employees who participate in the program will be required to contribute funds to their own retirement accounts based on a participation percentage. Benefits, employee participation contribution rates, employer contribution rates, service credit accruals, retirement dates, and other policy specifics are determined by CalPERS contract terms in force at the date of hire. Each new hire will receive a detailed explanation of their particular program benefits and requirements during employee orientation.

6.0 LEAVE, VACATION AND HOLIDAYS

Section 6.1 Sick Leave

6.11 Accrual:

Regular, full-time employees of VVTA, including employees in the introductory period, shall accrue sick leave for each payroll period completed at the accrual rate of 4 hours per pay period. Earned sick leave shall be available for use the first day following the payroll period in which it is earned, provided, however, that an employee must have completed ninety (90) days of service from the employee's hire date. Each full time employee shall accrue no more than three hundred sixty (360) hours of sick leave.

Part time employees shall accrue sick leave at a rate of one (1) hour for each thirty (30) hours worked to a maximum of forty-eight (48) hours. Earned sick leave shall be available beginning on the ninetieth (90th) day of employment. In no event shall an employee be entitled to receive sick leave with pay in excess of the number of sick leave days accrued at the time of illness. Therefore, an employee who has exhausted sick leave accrual and who is unable to work due to illness or injury will be placed in a vacation status for the duration of the employee's vacation accrual, if any. If the employee has exhausted both sick leave and vacation leave accruals, the employee shall be placed on unpaid status.

When absenteeism reaches a level disruption to the operation of business, the Executive Director may:

- a. Request a doctor's note for absences in excess three (3) or more consecutive days constituting more than Twenty-Four (24) consecutive work hours missed due to sick leave.

NOTE: Employees on unpaid leave do not accrue sick time.

6.12 Use: The following are considered appropriate uses of sick leave accrual:

Sick leave may be used for the diagnosis, care, or treatment of an existing health condition of, or preventive care for, an employee or an employee's family member. For purposes of this policy, "family member" means any of the following: (1) a child which means a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status; (2) a biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered

domestic partner, or a person who stood in loco parentis when the employee was a minor child; (3) a spouse; (4) a registered domestic partner; (5) grandparents; (6) grandchildren; and, (7) siblings. Sick leave may also be used by an employee who is a victim of domestic violence, sexual assault or stalking for related absences that are due to: seeking medical attention or treatment; psychological counseling; obtaining services from a domestic violence shelter, program or rape crisis center; safety planning; or seeking judicial relief arising from domestic violence, sexual assault, or stalking.

Bereavement Leave. Sick leave accrual may be used when a death occurs in the immediate family of a regular employee. Employees without sick leave accrual may take unpaid leave. Bereavement leave is limited to five days and may be used only in the loss of a spouse, children, parents, parents of current spouse, sister, brother, grandparents, step-parents, half-brother, half-sister, sister-in-law, brother-in-law, domestic partner or any individual who may have a true parental relationship to the employee.

6.13 Minimum charge: The minimum charge against accumulated sick leave shall be Thirty (30) minutes.

6.14 Notice of Illness: VVTA must be notified within one-half (1/2) hour before the start of the employee's scheduled work day of an illness on the first day of absence, or as soon as reasonably possible thereafter. It is the responsibility of the employee to keep VVTA informed as to continued absence beyond the first day for reasons due to illness. Failure to make such notification may result in disciplinary action up to and including termination.

6.15 Illness during vacation leave: Employees who become ill while on approved vacation leave may request to have vacation time converted to sick leave. Approval may be granted only when the employee presents a doctor's certificate verifying an illness or injury. Such conversion shall require approval of the Executive Director

6.16 Misuse: Evidence substantiating the abuse and misuse of the sick leave benefit shall result in denial of sick leave with pay for the identified period of abuse and may result in disciplinary action up to and including termination.

6.17 Sick Leave Conversion: In the event that an employee reaches their maximum allowed accrual of 360 hours sick time they may then convert up to 40 hours to vacation time at 100%, or payout at 50%. If an employee already is at their maximum vacation accrual then they must take the payout option.

6.18 Termination: Accrued sick leave will be forfeited by the employee at the time of termination of employment at VVTA. If however, the same employee is hired back within one (1) year, then the prior accrued sick leave will be restored and the accrual rate at the time of termination will continue.

Section 6.2 Holiday Leave

Eligible full time employees shall receive twelve (12) paid holidays per year. Six of these holidays are fixed by the employer as follows: New Year’s, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. Additionally, the employee may choose six (6) additional holidays from the list below.

- (1). The third Monday in January.
- (2). The third Monday in February.
- (3). The second Monday in October.
- (4). November 11th.
- (5). The day after Thanksgiving Day.
- (6). December 24th.
- (7). December 31st.
- (8). Employee birthday.

All full-time employees of VVTA who are on the payroll the day before and the day after a designated fixed holiday and were paid for at least one-half (1/2) of the accountable hours on those days or were on approved leave for any unpaid hours, shall be paid for said holiday. Employees shall receive eight (8) hours holiday pay for that date. Non-fixed “additional” holidays will be awarded on a prorated basis from date of hire until calendar year end and then awarded in full starting the next calendar year.

Holidays which fall on Saturday shall be observed on the preceding working day. Holidays which fall on Sunday shall be observed on the following working day. When a holiday falls within a vacation period, the holiday time shall not be charged against the employee's earned vacation benefits.

NOTE: Part time employees do not receive holiday benefits.

Section 6.3 Vacation Leave Benefits

6.31 Accrual: Full-time employees of VVTA shall be entitled to paid annual vacation at an accrual as set forth in the table below. Vacation accruals begin on each employee’s benefit date. During your first year of employment, such vacation allowance shall be available for use on the first day following the pay period in which it is earned after the employee has completed six (6) months of continuous service from the employee's benefit date (Introductory period). Vacation leave will accrue at an even rate each pay period based on the years of service.

Schedule of vacation accruals:

One (1) year of service:	10 days (80 hours) annually
Five (5) years of service:	15 days (120 hours) annually
Ten (10) years of service:	20 days (160 hours) annually

Maximum accrual: No employee shall earn or accrue more than three hundred twenty (320) hours (40 work days) at any fiscal year end.

NOTE: Employees on unpaid leave do not accrue vacation time.

6.32 Use: Earned vacation leave may be taken in multiples of one hour with the approval of the employee's immediate supervisor and at such time as will not impair the work schedule and efficiency of the department. Should employee vacation requests conflict with staffing requirement, supervisors shall arrange a mutually acceptable vacation schedule based on length of employee service and the order in which employee vacation requests were submitted. Whenever possible vacation should be requested a minimum of two weeks in advance. **It is recommended that an employee not purchase non-refundable tickets or make non-refundable deposits prior to receiving an approved vacation request.**

NOTE: An employee may not use vacation time before it is accrued.

6.33 Conversion: Employees leaving the active payroll at any time shall receive payment for unused vacation accrued during their tenure with VVTA. All employees with vacation hours accrued in excess of three hundred twenty (320) hours (40 work days) at the fiscal year end (June 30th), shall have their excess hours above 320 hours, cashed out at the end of the fiscal year, regardless of anniversary date.

NOTE: Part-time employees of VVTA shall not be eligible for vacation leave benefits.

Section 6.4 Military Leave

Military leave shall be granted in accordance with the provisions of state law. All employees entitled to military leave shall give VVTA an opportunity, within the limits of military regulations, to determine when such leave shall be taken. Employees who have one year of service are entitled to 30 days' pay when on a military leave. A military leave is defined as time off when the employee is ordered to active military duty as a member of the reserve component of the armed forces of the United States, the National Guard or Naval Militia or when an employee is inducted, enlists, enters or is otherwise ordered or called into active duty as a member of the armed forces of the United States.

Section 6.5 Pregnancy Leave / Child Bonding Leave

Employees of VVTA may be granted a leave of absence for a maximum of four (4) months due to a disability based on pregnancy, child birth or other related medical condition.

Employees shall submit a request for pregnancy leave to their immediate supervisor. The request shall state the estimated length of absence. The supervisor shall inform Human Resources and the Executive Director immediately of the request. VVTA can require medical documentation. Upon approval of the employee's request by the Executive Director, the employee shall be placed on Pregnancy Leave of Absence without Pay for a period not to exceed four (4) months.

The Executive Director may grant an accommodation of extended leave of absence provided appropriate medical documentation indicating a continuation of pregnancy leave would be in the best interest of the employee. Determination of this extension shall be solely based on medical necessity.

Employees returning to work after a disability based on pregnancy, childbirth or a related medical condition shall submit a letter from a licensed physician indicating that they may return to work and may be required to satisfactorily complete a physical examination administered by a VVTA retained physician. Employees shall not be permitted to return to work without the medical authorization of the employee's physician.

Employees who do not return to active employment or fail to provide medical evidence to support continuation prior to the expiration of an approved Pregnancy Leave of Absence, shall be terminated in accordance with VVTA's Termination Policy. Employees terminated from Pregnancy Leave of Absence status shall receive payment for accrued vacation unless payment for such vacation accrual was exhausted prior to the effective date of the approved Pregnancy Leave. Employees have the choice of using their accrued sick and/or vacation time during their pregnancy leave if they so desire.

Employees on Pregnancy Leave of Absence may also be eligible for benefits provided by California State Disability Insurance (SDI).

Child Bonding Leave: Effective January 1, 2018, any VVTA employee may take up to 12 weeks of unpaid leave for new child bonding by birth, adoption or foster care. At the end of the leave period, the employee will be reinstated to their same or comparable position at the time of the leave. An employee not returning to work following Child Bonding Leave for the full 12-week period without prior written consent by the Executive Director, may be subject to termination in accordance with VVTA's Termination Policy.

All employees placed on approved pregnancy leave of absence status shall have sick and vacation benefit accruals cease at the beginning of the leave of absence and be reinstated at the time of return to active status **Employees placed on approved pregnancy/ child bonding leave must continue to pay the employee share of insurance premiums during the leave of absence and shall be responsible for all health insurance premiums, life insurance premiums, long term disability premiums and other monthly benefit payments under the provisions of COBRA after 12 weeks of continued absence. Failure to pay the employee share of the premium may result in cancellation of the company sponsored insurance.**

Section 6.6 Jury Duty Leave

In accordance with California labor law code 230, all employees called for jury duty service will be allowed to serve their full required term without discrimination. Employees in regular full time positions who are ordered to serve jury duty including grand jury, shall be entitled to base pay for those hours of absence from work for up to one work week, forty (40) hours of pay, provided the employee waives fees for service, other than mileage. In all cases and for all types of employees, VVTA requires a copy of the jury summons once received by the employee. Such employees will further be required to deliver a "jury duty certification" form at the end of the required jury duty to verify such service. Employees required to serve on a jury must report to work before and after jury duty provided there is an opportunity for at least two (2) hours of actual work time. Regular full time employees may use any and all available vacation time

accrual to compensate them for extended jury duty beyond the first forty hours. All other hours served on jury duty will be without pay. Employees volunteering to serve on a grand jury may be granted a leave of absence without pay to perform the duties of a member of the grand jury.

Section 6.7 Time Off for Voting

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two hours combined. Under these circumstances, an employee will be allowed a maximum of two hours of time off during an election day. When possible, an employee requesting time off to vote shall give his or her supervisor at least two days notice. Accrued vacation time benefits may be used to compensate the employee for this time if they so choose.

Section 6.8 Leave of Absence Without Pay

The Executive Director may grant a regular or introductory employee leave of absence without pay, benefits accrual or seniority accrual, for a period not to exceed three months. After three months, the leave of absence may be extended if so authorized. No such leave shall be granted except upon written request of the employee, setting forth the reason for the request. The approval will be in writing. Upon expiration of a regularly approved leave or within a reasonable period of time after notice to return to duty, the employee shall be reinstated in the position held at the time leave was granted. Failure on the part of an employee on leave to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be deemed to be terminated. The depositing in the United States mail of a first class letter, postage paid, addressed to the employee's last known place of address, shall be reasonable notice.

Supervisors may grant a regular or introductory employee leave of absence without pay for a period not to exceed one calendar week. Such leaves shall be reported to the Executive Director prior to approval. Under normal circumstances, personal leave of absence shall be granted only after an employee has exhausted all vacation entitlement.

All employees placed on approved leave of absence status without pay shall not accrue credited service for salary review, vacation, retirement, and sick leave purposes for the duration of the leave of absence without pay. Seniority for salary review, retirement, as well as vacation and sick leave accruals shall be extended by the number of days an employee has been on approved leave of absence without pay. All benefit accruals will cease at the beginning of the leave of absence and be reinstated at the time of return to active status. **Employees placed on approved leave of absence without pay shall be responsible for all health insurance premiums, life insurance premiums, long term disability premiums and other monthly benefit payments under the provisions of COBRA. Failure to pay the employee share of the premium may result in cancellation of the company sponsored insurance.**

Human Resources department can give you additional information.

Section 6.9 Unauthorized Leave of Absence

Any employee who is absent without authorization for three (3) working days shall be considered to have resigned from their position with the VVTA by reason of abandonment. An unauthorized leave of absence during part of a day constitutes an unauthorized absence for the entire day.

Nothing in this section shall limit the Executive Director's authority to discipline or terminate an employee due to an unauthorized absence.

Section 7.0 TUITION AND PROFESSIONAL ORGANIZATION DUES REIMBURSEMENT PROGRAM

7.1 Eligibility: Regular full-time employees of VVTA not or under disciplinary action and who have successfully completed their introductory period, shall be eligible to receive financial assistance for approved courses completed at an accredited educational institution provided:

1. Courses are satisfactorily completed with, where applicable, a grade of "C" or better or "pass".
2. The request for reimbursement must be **preapproved** by the Executive Director before registering for classes.
3. Course of instruction will enable the employee to perform their present duties more effectively or will prepare them for future opportunities into which they could reasonably expect promotion or transfer with VVTA.
4. The hours of instruction for the course do not conflict with the employee's regularly scheduled workday.
5. Reimbursement is limited to a maximum of one course per semester or quarter and a maximum reimbursement of \$1,000.00 per fiscal year.
6. Appropriate proof of successful completion including course transcripts and a receipt for tuition paid, is submitted to Human Resources within three (3) months of course completion.

NOTE: For the purpose of this policy, an accredited educational institution shall be defined as any technical, vocational, college, university, business or high school which has been accredited by a recognized governmental or professional accrediting body and has been approved by the Executive Director.

7.2 Application Preapproval Process: Employees shall submit a Tuition Reimbursement Request to their immediate supervisor for approval **prior to** registration for the course. If the request is denied, the immediate supervisor will state the reason for denial in the appropriate box. Upon approval, the employee will receive one copy of the completed/approved form.

7.3 Outside Tuition Sources: Employees who are eligible for educational assistance from sources outside VVTA shall be restricted in their participation in this program. Such restriction shall be limited to an amount which is the difference between the maximum amount available under this program less the

amount the employee is eligible for from outside sources. Financial assistance from outside sources shall include scholarships, fellowships, educational grants and benefits payable from the federal, state and local government.

7.4 Reimbursable Expenses: Employees shall be eligible for reimbursement of tuition, textbooks, registration fees and laboratory fees related to an approved course of instruction. Employees shall be limited to a maximum reimbursement of \$1,000.00 per fiscal year, or actual eligible costs incurred, whichever is the lesser.

7.5 No Reimbursable Expenses: Employees shall not be eligible for reimbursement of late registration penalties or fees, transportation costs, parking, interest or any other charge not specified as reimbursable in Section 7.4 of these rules.

7.6 Application for Reimbursement: Employees who successfully complete an approved course shall submit a request for reimbursement to Human Resources. Such request must include receipts for all eligible items for which the employee wishes to be reimbursed and a copy of the final grade report with a grade of C or higher or "pass" for courses that offer no letter grade. Human Resources shall attach the required documentation to the Tuition Reimbursement Request and forward a request for reimbursement to the Executive Director for approval and distribution to the employee.

7.8 Reimbursement of Professional Organization Dues: Regular full-time employees may be eligible for reimbursement of professional organization dues for membership in professional organizations, whose purpose is directly related to the employees' job duties. All such reimbursements are subject to pre-approval and are at the sole discretion of the Executive Director.

Employment Policies and Practices

8.0 EQUAL EMPLOYMENT OPPORTUNITY-NON DISCRIMINATION

It is the policy of VVTA to provide equal employment opportunity to all job applicants and all employees and shall comply with applicable Federal and State laws governing fair employment practice and equal opportunity. VVTA recruits, hires, trains, and promotes employees without regard to race, religion, color, creed, national origin, ancestry, political opinion, physical or mental disability, medical condition, marital status, sex or gender (including sexual harassment, pregnancy, childbirth or related medical conditions), age (40 and older), sexual orientation, gender identity, veteran status, genetic characteristics, or other legally protectable class as defined in Title VI and the California Fair Employment and Housing Act ("FEHA"), and any other applicable provisions of federal and/or state law.

VVTA will comply with the provisions of the Americans With Disabilities Act (ADA) and FEHA with respect to persons with disabilities.

This policy applies to all employment terms and conditions, including recruitment, hiring, promotions, compensation decisions, benefits, discipline, separations, and training.

Section 8.1 Complaint Reporting Procedures:

1. Any employee who contends that he/she has been subjected to unlawful discrimination, harassment or retaliation in violation of federal or state law, may use the internal complaint procedure set forth in section 15.0, Grievance Procedure.
2. Employees can raise concerns and make reports without fear of reprisal.
3. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including dismissal from employment.
4. Nothing herein is intended to modify the at-will status of all employees of VVTA.

9.0 AFFIRMATIVE ACTION PLAN

In compliance with VVTA I Resolution 3109, which commits the Victor Valley Transit Authority to a policy of Affirmative Action in accordance with the Equal Opportunity Act of 1972, it is the continuing policy of the Victor Valley Transit Authority to seek and employ qualified persons in all job classifications in a manner in which will ensure equal employment opportunity, and to administer all personnel actions in a manner which will not discriminate against any person in any policy, practice or procedure on the basis of race, color, national origin, religion, age, physical or mental disability, marital status or sex. Nor will sexual harassment, in any form, be tolerated.

VVTA also endeavors to comply with Proposition 209 as it amends the California Constitution to prohibit public entities from using race, sex, color, ethnicity, or natural origin as a criteria for either discriminating against or granting preferential treatment to any individual or groups in the operation of the State's system of public employment, public education or public contracting.

VVTA will continue to require its Operations Contractor to base all decisions on employment and promotion so as to further the principle of equal employment opportunity by imposing only valid requirements for such opportunities.

Finally, VVTA will continue to ensure that all personnel actions with regard to selection, promotions, terminations, compensation, benefits, transfers, layoffs and training shall be administered to further the principle of equal employment opportunity. A copy of VVTA's comprehensive affirmative action plan is available to all employees upon request.

10.0 EMPLOYEE RELATIONS AND OPEN DOOR POLICY

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that VVTA amply demonstrates its commitment to employees by responding effectively to employee concerns.

VVTA believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other public employers in this area. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors.

11.0 DISABILITY ACCOMMODATION

VVTA is committed to complying fully with the Americans with Disabilities Act (ADA), and the Fair Employment and Housing Act ("FEHA"), and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Section 11.1 Recruitment and Hiring

Hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. Pre-employment medical examinations may be required for those positions in which there is a bona fide job-related physical requirement. They may be given to all persons entering the position only after conditional job offers have been made. The purpose of the medical examinations will be to determine whether the applicant can perform the essential functions of the position with or without reasonable accommodations. Medical records will be kept separate from the employee's personnel file and will be confidential.

All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Section 11.2 Accommodation

VVTA will provide reasonable accommodations to qualified employees with disabilities unless it determines that doing so will impose an undue burden on VVTA, or impose a health and safety risk to the employee or to others.

Section 11.3 Pay and Benefits

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression and seniority lists. Leave of all types will be available to all employees on an equal basis.

This policy is neither exhaustive nor exclusive. VVTA is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

12.0 POLICY ON INFECTIOUS AND COMMUNICABLE DISEASES, INCLUDING AIDS.

VVTA is committed to protecting the rights of persons with AIDS, and those who interact with them, in the course of their normal activities. VVTA does not discriminate in its employment policies solely on the basis of exposure to infectious or communicable diseases, or the physical conditions produced by such a disease.

1. Infectious or communicable diseases -- include, but are not limited to, HTLV-III virus or HIV (the virus which causes AIDS) infection, ARC (Aids Related Condition), AIDS

- (Acquired Immune Deficiency Syndrome), tuberculosis (TB), Cytomegalovirus (CMV), Herpes Simplex Virus (HSV Type I and Type II), HSV related diseases such as chickenpox, shingles and infectious mononucleosis, and Hepatitis-B.
2. Employees with AIDS, AIDS Related Complex, or a positive HTLV-III antibody test should be afforded normal attendance, and working conditions, and participation in an unrestricted manner as long as they are physically and psychologically able to perform the duties of their job in accordance with the VVTA's standards and without undue risk to their own health or the health of other employees or the public.
 3. VVTA shall provide reasonable accommodation to employees with infectious diseases, including AIDS and related illnesses, in a manner consistent with the law.
 4. If an employee has concerns about the presence of a person with AIDS virus, or any other infectious disease, that individual should be directed to a knowledgeable counselor or manager to help allay fears. Referral should be made to appropriate community agencies for those persons with continuing fears or concerns about the disease. Further accommodation for such employees will generally not be made, unless a particular employee presents evidence satisfactory to the VVTA and its advisors that they have a medical justification for refusing to work with an employee who has an infectious or communicable disease.
 5. Employees with Infectious or Communicable Diseases
 - a. If VVTA receives notice that an employee is suffering from an infectious or communicable disease, it shall make decisions regarding the employee's continued employment based on the behavior, neurological development and physical condition of the employee, and the health and safety of other persons with whom the employee will interact. VVTA may require the employee to provide VVTA periodic physician reports and medical records needed for the decision regarding job assignments, job limitation, ability to continue working, ability to return to work, and potential risk to the employee or others. VVTA may also require the employee to be examined from time to time by a physician selected by the VVTA.
 - b. Each instance of an employee suffering from an infectious or communicable disease shall be considered on a case-by-case basis. The supervisor where the employee is assigned, in conjunction with the Executive Director shall decide to the best of their ability whether the employee is free of transmissible infection and does not pose a risk to the public or other employees, in consultation, as necessary, with public health personnel, the employee's physician and the employee.
 - c. VVTA personnel and others involved with the employee shall respect the employee's right to privacy and need for confidentiality. The employee's records shall be kept confidential.
 6. Any employee who believes that their rights under these guidelines have been violated should be directed to pursue the matter in accordance with all applicable grievance procedures.
 7. Nothing in this policy is intended to deprive an employee of any rights under applicable Federal or State laws, rules and/or regulations.

13.0 OUTSIDE EMPLOYMENT AND ACTIVITIES

Section 13.1 Authorization for Outside Employment

Although we recognize the employee's right to engage in private and/or commercial activities outside the normal working hours, VVTA expects each employee to avoid those outside employment activities that are a conflict of interest or which may potentially become a conflict of interest.

Section 13.2 Prohibited Activities

Employees shall avoid outside employment activity with individuals or companies doing business with or soliciting business from VVTA. Employees shall not engage in outside employment activity which may unduly influence professional decisions, actions or judgment made on behalf of VVTA. Employees shall

not engage in outside employment activity which may deprive VVTA of their time, attention and loyalty during normal working hours. Employees shall not engage in outside employment activity which may require confidential information disclosure concerning VVTA. Employees shall avoid significant financial interest in companies doing business with or soliciting business from VVTA. Employees shall not engage in outside employment activity requiring the use of VVTA property, equipment or supplies. Employees shall not use VVTA stationary, forms or equipment, including telephones and postage, in any capacity not directly related to the performance of assigned duties with VVTA.

Section 13.3 Conflicting Employment Activity

Employees conducting outside employment activities conflicting with, compromising or reflecting unfavorably upon VVTA interests shall be requested to terminate such activities. Employees continuing to conduct outside employment activities conflicting with, compromising or reflecting unfavorably upon VVTA interests, after a request to terminate such activities, shall be subject to disciplinary action up to and including termination.

14.0 SEPARATION FROM EMPLOYMENT

All employment with VVTA is at-will, and may be terminated by the employee or VVTA at any time, with or without prior notice or cause. Separation from employment may be voluntary or involuntary. As used in this Rule, the term “separation” shall mean and include “termination.”

Section 14.1 Types of Separation

All separations of employees shall be designated as one of the following types: resignation, disability, death, retirement, layoff, or dismissal.

Section 14.2 Resignation

1. An employee may resign by submitting a written resignation to the Executive Director.
2. Two weeks notice is desired. Failure to provide two weeks notice may be cause for denying future employment with VVTA.
3. VVTA reserves the right to accept a resignation effective immediately and to accelerate the final date of employment. The decision to accelerate the final day of employment upon an employee’s resignation will be made by the Executive Director.
4. As soon as the manager or supervisor is aware that an employee is resigning from employment, he or she should advise the Executive Director and the division or department.

Section 14.3 Disability

1. An employee may be separated from employment due to his/her disability when the employee cannot perform the essential duties of the position because of a disability and no reasonable accommodation can be made to enable the employee to perform the essential duties of the position or any vacant positions. Alternatively, the employee could elect to take a leave of absence in accordance with the guidelines of the PPP
2. The employee, the employee’s representative, or VVTA may initiate separation from employment.

Section 14.4 Death

Separation shall be effective as of the date of an employee's death. All compensation due under these Personnel Rules shall be paid in accordance with section 3.13 and all applicable laws.

Section 14.5 Retirement

1. Whenever an employee meets the conditions set forth in any retirement plan offered by VVTA, the employee may elect to retire and receive benefits earned under the plan.
2. Nothing herein is intended to preclude any employee from retiring under any other retirement plan from such employee's prior employment, for which such employee may be eligible.
3. An employee should provide VVTA with a reasonable notice of intent to retire so as to give VVTA time to fill and train a new employee for the vacated position.

Section 14.6 Layoffs or Reduction in Force

1. VVTA reserves the right to lay off employees due to reorganization, position elimination, declining operations, loss or reduction in funding or other financial reasons, elimination of departments or programs, and similar reasons.
2. In the event of layoff, it is the intent of VVTA to retain the most qualified employees. In determining how to implement the layoff, the needs of VVTA, the qualifications and ability of the affected employee to perform the responsibilities of the position, current and past performance evaluations, and length of service with VVTA will be the primary criteria for retention of employees.
3. The duties performed by any employee laid off may be reassigned to other employees.
4. VVTA reserves the right to contract out or privatize any work, at its sole discretion.
5. When a layoff or reduction in force is required, layoff notices shall be issued not later than ten (10) workdays prior to the effective date of the layoff. VVTA reserves the right to pay any affected employee with ten days pay in lieu of ten days notice.
6. Reemployment following layoff
 - a. A layoff is a permanent separation from employment. Reinstatement following layoff is solely within the discretion of VVTA.
 - b. Employees previously separated from employment based on a layoff or reduction in force may be required to complete the recruitment process to be considered for any vacancy.
 - c. The decision to lay off an employee or employees is not subject to appeal.

Section 14.7 Dismissal

1. The Executive Director may dismiss or discharge any employee of VVTA at any time, without notice or cause. There is no right of appeal.
2. All involuntary separations must be approved by the Executive Director. If a manager or supervisor believes that an employee should be separated from employment, the supervisor shall discuss and refer the issue to the Executive Director.
3. The payroll division under the supervision of the Executive Director will be responsible for preparing the final paycheck and other documentation.
4. At termination of employment, the employee shall return all VVTA-furnished property, equipment, property and documentation (including but expressly not limited to, uniforms, tools, equipment, I.D. cards, keys, cell phones, and credit cards), if such equipment, property or documentation has not been previously returned to VVTA.

15.0 GRIEVANCE PROCEDURE

Section 15.1 Policy

VVTA encourages open communication between all staff in resolving personal work related issues covered by the PPP, at the lowest level possible. In the event an employee feels that they have raised an issue that is not being reasonably addressed, VVTA has established a grievance procedure. Employees of VVTA shall be required to comply with the procedures set forth regarding items which are considered a grievance under these policies.

Section 15.2 No Retaliation

Employees of VVTA who pursue grievances according to the provisions of this policy shall be free of harassment by fellow employees, supervisors and administration and shall in no way affect their present or future employment status.

Section 15.3 Right to File Grievance

Any regular employee has the right to file a grievance regarding a dispute arising out of the interpretation or application of the PPP. The grievance procedure shall not be applicable to the appeal of any disciplinary action.

Section 15.4 Process for Filing Grievances

Grievances shall be processed in accordance with the procedure set forth below:

- Step 1. The grievance shall be presented orally or in writing to the employee's immediate supervisor within five (5) working days of the occurrence. If the grievance is against the immediate supervisor, then the employee shall present the grievance to the next management level directly over that supervisor. If the grievance is against the Executive Director, then the employee shall present the grievance to the Deputy Executive Director. The supervisor, or the person reported to, shall reply orally within five (5) days thereafter as to the status and/or resolution of the grievance.
- Step 2. The supervisor receiving the report will immediately report the matter to the Human Resources manager (HRM), unless the HRM is the accused, then the report will be made to the Executive Director.
- Step 3. If the reply in Step 1 is not satisfactory, within five (5) working days after such reply, the grievance shall be presented, in writing, to Human Resources. Human Resources shall reply, in writing, to the grievance within five (5) working days thereafter, unless the grievance is against the HRM, then the reply will be in accordance with step 1 only.
- Step 4. If the employee is not satisfied with the reply in Step 2, within five (5) working days thereafter, the written grievance may be presented to the Executive Director. The Executive Director shall, upon request, meet promptly with the employee during regular business hours to discuss the grievance, and shall reply, in writing, to the employee within ten (10) working days thereafter. If the grievance is against the Executive Director, then the employee must provide a written complaint directly to the Deputy Director. If the response from the Deputy Director was not satisfactory then the employee will file a complaint with the Human Resources Manager. The HRM will respond to the complaint promptly and will keep the employee informed of the status of the investigation and/or the results. The parties agree to cooperate fully in investigating the facts surrounding grievances, and also agree to produce all evidence necessary to substantiate their respective positions regarding any such grievances. Such exchange of information shall be between the Executive Director and the employee, or the HRM and the employee in the case of a grievance against the Executive Director which was not resolved successfully by the Deputy Director..

This procedure, which we believe is important for both you and VVTA, cannot guarantee that every problem will be resolved to your satisfaction. However, VVTA values your observations and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

Standards of Conduct

16.0 PROFESSIONAL CODE OF ETHICS AND PRACTICES

The purpose of the code of professional ethics and practices is to establish high professional standards and ethical conduct for all employees. Each employee will be held accountable to follow these principles and is expected to edify and promote the image and integrity of the organization. Failure to follow these principles may lead to discipline, including dismissal.

Each employee shall exhibit and uphold the highest ethical and professional standards by conducting oneself appropriately to ensure the integrity and advancement of VVTA.

Each employee shall ensure and maintain the public trust by being responsive to public needs.

Each employee shall maintain professional competency and demonstrate commitment through professional development.

Each employee shall collaborate and cooperate with colleagues, other public agencies, consultants, contractors and the public, to maximize provision of transit services to the community served by VVTA.

Each employee shall respect and uphold high standards of integrity when assisting members of the public.

Each employee shall protect and respect the privacy of colleagues and members of the public when handling personal and confidential information.

Each employee shall recognize the uniqueness of each member of the community and be respectful of the cultural, social, economical, physical and mental challenges faced by each person.

Each employee shall refrain from using his/her position for personal or political gain and benefit beyond the compensation and benefits provided for their position by the terms of their employment with VVTA.

17.0 POLICY PROHIBITING EMPLOYEE HARASSMENT

VVTA strongly disapproves of any form of unlawful discrimination against its employees. This includes discriminatory harassment of VVTA employees. It can result in high turnover, absenteeism, low morale, and an uncomfortable work environment. Since Federal and State law prohibits harassment, employee harassment may constitute a criminal offense.

Section 17.1 Policy

VVTA strictly prohibits unlawful harassment. This includes harassment on the basis of sex, sexual orientation, race, color, ancestry, religious creed, handicap or disability, medical condition, age (over forty), marital status, or any other protected class under applicable law.

Section 17.2 Application

This policy applies to all phases of the employment relationship, including recruitment, testing, hiring, upgrading, promotion/demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training.

This policy applies to all officers, Board members and employees of VVTA, including, but not limited to, full and part-time employees, temporary employees, and persons working under contract for VVTA. Additionally it applies to all vendors, members of the public, job applicants, volunteers, or any other third party.

Section 17.3 Harassment Defined

Harassment may consist of offensive verbal, physical or visual conduct when such conduct is based on or related to an individual's sex, and/or membership in one of the above described protected classifications, and:

- a. Submission to the offensive conduct is an explicit or implicit term or condition of employment;
- b. Submission to or rejection of the offensive conduct forms the basis for an employment decision affecting the employee; or
- c. The offensive conduct has the purpose or effect of unreasonably interfering with the individual's work performance or creates an intimidating, hostile or offensive working environment.

Section 17.4 Examples of Harassment

Examples of what may constitute prohibited harassment include, but are not limited to, the following:

- a. Kidding or joking about sex or membership in one of the protected classifications;
- b. Hugs, pats, and similar physical contact;
- c. Assault, impeding or blocking movement, or any physical interference with normal work or movement;
- d. Cartoons, posters, and other printed or visual materials or music, referring to sex or membership in one of the protected classifications;
- e. Threats intended to induce sexual favors;
- f. Continued suggestions or invitations to social events outside the work place after being told such suggestions are unwelcome;
- g. Degrading words or offensive terms of a sexual nature or based on the individual's membership in one of the protected classifications;
- h. Prolonged staring or leering at a person;
- i. Similar conduct directed at an individual on the basis of race, color, ancestry, religious creed, handicap or disability, medical condition, age (over forty), marital status, sexual orientation, or any other protected classification under applicable law.

Section 17.5 Reporting Procedure

17.51 Internal Reporting Procedure

- a. Any employee who believes he/she has been the victim of sexual or other prohibited harassment by co-workers, supervisors, clients or customers, visitors, vendors, members of the public, or others should immediately notify their supervisor, or in the alternative, the Executive Director, or designee, depending on which individual the employee feels most comfortable contacting.
- b. Additionally, supervisors that observe or otherwise become aware of harassment that violates this policy have a duty to take steps to investigate and remedy such harassment and prevent its recurrence.
- c. The employee should provide the following information:
 1. The employee's name, department, and position;
 2. The name of the person or persons committing the harassment, including their title(s), if known;
 3. The specific nature of the harassment, how long it has gone on, and any other information that tends to support the charge of harassment;

4. Witnesses to the harassment;
5. Whether you have previously reported such harassment and, if so, when and to whom.

17.52 External Reporting Procedure

Any employee who believes that he/she has been the victim of sexual or other prohibited harassment by co-workers, supervisors, clients or customers, visitors, vendors or others may file a complaint with the California Department of Fair Employment and Housing (DFEH). Instructions for filing a complaint are posted in a prominent location in the VVTA offices as required by law. Employees may contact DFEH at 1845 South Business Center Drive, Room 127, San Bernardino, California or file a complaint online at www.dfeh.ca.gov/complaints.

Knowingly and falsely accusing someone of harassment or otherwise knowingly giving false information in an investigation of harassment shall be grounds for disciplinary action, up to and including termination of employment.

Section 17.6 Investigation

Upon the filing of a complaint with the Employer, the complainant will be provided with a copy of this policy. The Executive Director will assign a person or a team to investigate and report on the complaint. In the event the harassment complaint is against Executive Director, the Deputy Director shall conduct the investigation.

NOTE: Charges filed with the Department of Fair Employment and Housing (DFEH) are investigated by the DFEH.

Section 17.7 Confidentiality

All records and information relating to the investigation of any alleged harassment and resulting disciplinary action shall be confidential, except to the extent disclosure is required by law, as part of the investigatory or disciplinary process, or as otherwise reasonably necessary.

Section 17.8 Remedies

17.81 Disciplinary Action

- a. If Human Resources determines that the complaint of harassment is valid, Human Resources shall cause to be taken immediate and appropriate disciplinary action consistent with the requirements of law and the PPP sections pertaining to employee discipline. Other steps may be taken to the extent reasonably necessary to prevent recurrence of the harassment and to remedy the complainant's loss, if any.
- b. Disciplinary action shall be consistent with the nature and severity of the offense, the rank of the harassed, and any other factors relating to the fair and efficient administration of the Employer's operations.

Section 17.9 Retaliation

Retaliation against anyone for opposing conduct prohibited by this policy or for filing a complaint with or otherwise participating in an investigation, proceeding, or hearing conducted by the Employer, DFEH or FEHC is strictly prohibited and may subject the offending person to, among other things, disciplinary action, up to and including termination of employment.

Section 17.10 Employee Obligation

Employees are not only encouraged to report instances of harassment, they are obligated to report instances of harassment. Employees are obligated to cooperate in every investigation of harassment, including, but not necessarily limited to:

- A. Coming forward with evidence, both favorable and unfavorable, to a person accused of harassment; and
- B. Fully and truthfully making a written report or verbally answering questions when required to do so during the course of an Employer investigation of alleged harassment.
- C. Employees are obligated to participate in periodic harassment prevention training provided by VVTA.

18.0 ALCOHOL AND DRUG POLICY

Summary: There is a zero tolerance policy covering this transit system and is applicable to all Victor Valley Transit Authority employees.

VVTA is concerned about the use of alcohol, illegal drugs, or controlled substances as it affects the workplace. Use of these substances, whether on or off the job can detract from an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to VVTA. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes VVTA to the risks of property loss or damage, or injury to other persons.

Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect an employee's job performance and may seriously impair the employee's safety and ability to perform the functions within the scope of their position at VVTA. **All VVTA employees are required to participate in the VVTA Drug Free Workplace Awareness program.**

Examples of behavior that violates this policy include but are not limited to:

- Possession or use of an illegal or controlled substance not directly prescribed to the employee, or being under the influence of an illegal substance while on the job, or a controlled substance where job performance is impaired;
- Driving an VVTA vehicle while under the influence of alcohol, and/or illegal substance or controlled substances where driving ability is impaired; and
- The unlawful manufacture, distribution, sale, dispensing, use or purchase of an illegal or controlled substance while on or off the job, unless a controlled substance is legally prescribed to the employee and its use does not impair the employee's ability to perform all job functions while on the job.
- The use of cannabis/marijuana. Although the use of cannabis/marijuana is legal under California law, it is illegal under federal law and its use, possession, sale and distribution is prohibited by this policy. Testing positive for cannabis/marijuana is also a violation of this policy

Violation of these rules and standards of conduct will not be tolerated. All employees of VVTA must abide by the terms of this policy statement as a condition of employment. If convicted of a drug statute violation occurring in the workplace, VVTA employees are required to report such to the Executive Director, in writing, no later than five (5) days after such a conviction. VVTA also may bring the matter to the attention of appropriate law enforcement authorities. In order to enforce this policy, VVTA reserves the right to conduct searches of VVTA property or employees and/or their personal property, and to implement other measures necessary to deter and detect abuse of this policy. Violation of this policy may result in disciplinary action up to and including termination of employment. For further and complete information Refer to VVTA Drug & Alcohol Manual .

19.0 PROHIBITED CONDUCT

Section 19.1 Policy

The purpose of VVTA's discipline policy is to ensure appropriate employee conduct in the workplace. Discipline shall be administered in a fair and consistent manner and without regard to sex, sexual orientation, race, color, ancestry, religious creed, handicap or disability, medical condition, age (40 or older), marital status or any other protected classification under applicable law.

Section 19.2 Cause for Disciplinary Action

All employees of VVTA may be demoted, suspended, reduced in pay, or terminated for cause. All suspensions, demotions, reductions in salary for a specified time period, and terminations of employees with regular status shall be made according with the PPP.

Examples of violations of VVTA standards, conduct, and rules which may be cause of immediate dismissal are identified below to promote understanding of what is considered unacceptable conduct and to encourage consistent action by VVTA in the event of violations. However, it is impossible to provide an exhaustive list of every type of conduct that may result in disciplinary action. The following list therefore contains some examples of conduct that may lead to the imposition of discipline, including the possibility of immediate dismissal:

1. Failure to meet work performance standards and requirements.
2. Discourteous treatment of the public or other employees.
3. Willful or negligent disobedience of any law, ordinance, VVTA rule or regulation, or superior's lawful order.
4. Misappropriation or damage of VVTA property or waste of public funds or property through negligent or willful misconduct, carelessness, unauthorized or improper use, or for private purposes.
5. Failure to exhibit acceptable behavior either during or outside duty hours such that the employee's ability to perform their duties is impaired, or the behavior otherwise reflects adversely on VVTA, or the ability of VVTA to perform its' mission is or may be impaired.
6. Absence without approved leave.
7. Tardiness or absenteeism.
8. Practicing deception or fraud in the securing of a job appointment or promotion.
9. Working unauthorized overtime;
10. Failure to supply full information as to character, reputation, or acts which, if known at the time of appointment might have resulted in a disqualification of the employee for the job to which appointment was made.
11. Falsification of a relevant official statement or document, including employment applications, time cards, or other VVTA records.
12. Neglect of duties.
13. Possessing or using narcotics or alcohol in VVTA offices, vehicles or facilities, or being present at work under influence of same.
14. Improper withdrawal or limitation of service or any action that interferes with or is disruptive of the VVTA mission or the public service.
15. Insubordination.
16. Any action inconsistent with the PPP or officially approved VVTA rules and regulations.
17. Intimidation, coercion, harassment or other unwelcome, offensive or threatening behavior, including but not limited to any act or threat of workplace violence, bullying or fighting on the job.
18. Bribery or the receiving of or the giving of other unlawful gifts or gratuities.
19. Conviction of a crime affecting the employee's suitability for employment with VVTA.
20. Dishonesty.
21. Failure to maintain grooming, clothing, or uniform standards.
22. Gross negligence.
23. Non-compliance with applicable Conflict of Interest provisions
24. Sleeping on the job.
25. Theft of VVTA equipment or supplies, or theft from a co-worker.
26. Unauthorized release of confidential information from official records.
27. Willful failure to observe VVTA safety rules.
28. Other grounds as determined by VVTA.

NO MODIFICATION OF AT-WILL STATUS:

Nothing in this Discipline Policy modifies the at-will status of all employees of VVTA, by which all employees serve at-will. The discretionary use of any corrective action or level of discipline is not intended to modify the at-will status of any employee, nor does the use of any corrective action or level of discipline constitute any express or implied contract modifying the at-will employment relationship or otherwise creating any terms or conditions of employment.

Section 19.3 Procedures

- a. In the event of violations of VVTA rules, policies or standards, VVTA may choose, in its sole discretion, to use corrective action or discipline.
- b. Corrective action may include any of the following: verbal counseling, verbal warning, written warning, written reprimand; suspension with or without pay; demotion; reduction in pay; transfer; and/or dismissal from employment. VVTA further reserves the right to develop other methods of corrective action as appropriate.
- c. VVTA may use any form of corrective action that VVTA deems appropriate under the circumstances. The use of corrective action, and any specific type of corrective action, is in the sole discretion of VVTA. VVTA does not have a policy of “progressive discipline”, and VVTA reserves the right to use any of the types of corrective action listed above on a first-time basis. The imposition of corrective action is not intended to, nor shall it modify the at-will status of any employee.
- d. A written record of any corrective action or discipline imposed on any employee shall be maintained in the employee’s personnel file, and a copy shall also be given to the employee. Verbal counseling and warnings should be memorialized by a memorandum placed in the employee’s personnel file. The employee should be requested to sign an acknowledgment of receipt of any written corrective action or discipline, but their failure to sign any such acknowledgment shall have no effect on the corrective action or discipline.
- e. Managers must keep the Executive Director informed of all disciplinary actions to be taken beyond verbal counseling. Imposition of demotions, transfers, reductions in pay, and dismissals, shall require the prior approval of the Executive Director.

20.0 POLITICAL ACTIVITY

Political activities of officers and employees of VVTA while on duty and/or on the premises of the VVTA is prohibited. In accordance with the California Government Code the following shall be prohibited.

1. An officer or employee of the VVTA shall not, directly or indirectly, solicit political funds or contributions, knowingly, from other officers or employees of the VVTA or from persons on the employment lists of the VVTA. (Government Code Section 3205)
2. No officer or employee of the VVTA shall participate in political activities of any kind while in uniform. (Government Code Section 3206)
3. No officer or employee of the VVTA shall engage in political activity during working hours. (Government Code Section 3207)
4. No signs, posters or other political advertising materials shall be posted upon VVTA property at any time.
5. With Board approval, VVTA may take positions on pending legislation impacting transit.

21.0 MISCELLANEOUS

Section 21.1 Dress Code and Other Personal Standards

VVTA observes a business casual dress work environment. Employees are expected to wear clothing appropriate for the nature of our business and the type of work performed. Clothing should be neat, clean and tasteful and in compliance with VVTA safety standards. Acceptable casual dress excludes ripped, torn

or unwashed clothing. Avoid clothing that can create a safety hazard. Department managers may issue more specific guidelines.

Section 21.2 Confidentiality

Each employee is responsible for safeguarding the confidential information obtained during employment. In the course of your work, you may have access to confidential information regarding VVTA, its suppliers, its customers, or perhaps even fellow employees. You have responsibility to prevent revealing or divulging any such information unless it is necessary for you to do so in the performance of your duties and it has been authorized by VVTA. Access to confidential information should be on a "need-to-know" basis and must be authorized by your supervisor. Any breach of this policy will not be tolerated and legal action may be taken by VVTA. All VVTA employees are required to sign a Confidentiality agreement upon hire.

Operational Guidelines and Policies

22.0 SMOKING POLICY

VVTA is dedicated to protecting the health and safety of all VVTA employees from unhealthful conditions. The Surgeon General has stated that "cigarettes are the most important individual health risk in this country responsible for more premature deaths and disability than any other known agent," and that "cigarette smoking can make a significant measurable contribution to the level of indoor air pollution at levels of smoking and ventilation that are common in indoor environments," and that "there was a provable relation between such "passive" smoke from smokers and illness and deaths among non-smokers."

In accordance with California State law, smoking is prohibited in any VVTA owned or leased vehicle or building specifically utilized for the administration of VVTA business. This shall include, but is not limited to, offices, lobbies, hallways, conference rooms, restrooms, common work areas, vehicles and Board Chambers. Each supervisor shall be responsible for enforcing this smoking prohibition within their area of responsibility. Any VVTA employee violating this policy may be subject to disciplinary action, up to and including termination. There are designated smoking areas outside the building that the employees may utilize. Such areas meet State of California rules, regulations, codes, and requirements such as no smoking area shall be within 20 feet of any building entrance or exit or operable window. This policy includes and applies to e-cigarettes, nicotine delivery devices such as vaporizers.

23.0 SAFETY

It is the policy of VVTA to maintain an active safety program designed to identify and eliminate occupationally related illness and injury hazards among VVTA employees. Every employee of VVTA shall be required to observe all VVTA health and safety procedures.

Each employee of VVTA shall receive a copy of VVTA's Safety Policies and Procedures and shall be responsible for complying with said policies. Failure to observe VVTA safety policies and procedures may result in disciplinary action in accordance with the PPP.

24.0 VEHICLE OPERATION POLICY

Section 24.1 Policy

During the course of employment with VVTA, if no VVTA vehicle is available, employees may be required to operate their personal vehicles to perform their assigned duties. If an employee objects to the use of their personal vehicle, VVTA shall make reasonable effort to find another employee to perform the task at issue. If VVTA is unable to reasonably accomplish the task with another employee, the employee may be required to use their personal vehicle, provided it is available. In such cases the employee shall be reimbursed for mileage in accordance with federal guidelines. Because of this requirement, a valid California driver's license, a satisfactory driving record, and proof of insurance may be made conditions of employment with VVTA. No employee shall operate or drive any motor vehicle on behalf of VVTA

unless the employee is licensed for the class of vehicle to be driven, maintains a satisfactory driving record and maintains adequate insurance.

Section 24.2 Driver's License

All applicants for employment and current employees hired in positions where a driver's license is required, shall be required to acquire and maintain a valid California driver's license. The position description for a position shall specify whether a driver's license is required.

If an employee has been hired for a position prior to the effective date of these rules and in which driving is required, the employee shall be given six months to acquire a valid California driver's license. Some positions may require a commercial driver's license endorsement.

Section 24.3 Driver's Record

All applicants for employment with VVTA, whose duties may require the use of a personal or company vehicle while on duty, are required to possess a satisfactory driving record with less than 3 points in 3 years.

Section 24.4 Motor Vehicle Insurance

Employees of VVTA, whose duties may require the use of a personal vehicle while on duty, must provide to VVTA proof of insurance at the minimum limit required by law. Applicants may not be hired and employees may not be eligible for continued employment unless their insurance coverage is verified.

25.0 SECURITY

Plant and Property Security-General

VVTA has developed guidelines to help maintain a secure workplace. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks and adherence to company security guidelines.

Section 25.1 Employer and Employee Property

Desks, computers, toolboxes, and company vehicles, are VVTA property and must be maintained according to VVTA rules and regulations. They must be kept clean and are to be used only for work-related purposes. VVTA reserves the right to inspect all VVTA property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence.

Prior authorization must be obtained before any VVTA property may be removed from the premises.

For security reasons, employees should not leave personal belongings of value in the workplace. The company assumes no liability for lost or stolen personal items an employee may bring to the workplace. Personal items brought into the workplace are subject to inspection and search, with or without notice, with or without the employee's prior consent.

Terminated employees should remove any personal items at the time they leave VVTA. Personal items left in the workplace are subject to disposal if not claimed within one week of an employee's termination.

Section 25.2 Computer and Information Security

VVTA uses various forms of electronic communication including, but not limited to computers, e-mail, telephones, Internet. All electronic communications, including all software, databases, hardware, electronic mail, voice mail, and all digital files, remain the sole property of VVTA and are to be used only for Company business.

VVTA voice mail and/or electronic mail (e-mail) are to be used for business purposes only. VVTA reserves the right to monitor voice mail messages and e-mail messages to ensure compliance with this rule, without notice to the employee and at any time, not necessarily in the employee's presence.

All electronic information created using, edited with, or transmitted through, any VVTA network or system is the confidential and proprietary property of VVTA. Personal pass codes may be used for purposes of

security, but the use of a personal password does not affect VVTA's ownership of such electronic information.

Employees may not use VVTA networks and systems for the dissemination or storage of commercial or personal advertisements, solicitations, promotions, destructive programs (such as viruses or self replicating code), political material, or any use not specifically authorized by company policy. No employee shall knowingly transmit from, receive from, access from, or store on, any VVTA network or system, material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or otherwise unlawful.

Limited, appropriate personal use of VVTA's networks and systems is allowed provided (1) such use does not impact the work performance of any employee; (2) such use does not have any undue impact on any other network or system; and (3) such use does not violate any policy of VVTA. VVTA reserves the right to restrict and/or eliminate an employee's ability to use any network or system, at any time, and for any reason.

Employees may not connect any computer system or peripheral to any VVTA-owned network or system without the prior permission of the I.T. department. This includes, but is not limited to, computers, laptops, PDAs, storage devices, recording devices and software, printers, scanners, and portable music players.

All software installed on Company computer systems must be properly licensed to VVTA and authorized by the IT Department. Employees may not, under any circumstances, download, install, modify, copy from, tamper with, or remove software on any company computer system, unless specifically authorized by the IT Department.

All computers connecting to VVTA networks and systems are required to have computer virus protection software installed and running at all times. Employees may not, under any circumstances, tamper with or otherwise alter or disable virus protection software on any computer system.

Employees are not permitted access to any IT equipment room unless authorized and escorted by a member of the IT Department.

The Company reserves the right to monitor an employee's usage of company networks and systems, and the data contained therein, at any time, for any reason, and without prior notification of such monitoring. Employees found in violation of any Company policy will be subject to disciplinary action up to and including termination of employment.

For additional information about Computer and Information Security policies, please contact the IT Department.

26.0 News Media Contacts

Employees may be approached for interviews or comments by the news media. Only contact people designated by the Executive Director may comment to news reporters on VVTA policy or events relevant to VVTA.

27.0 Representation and Contracts

No employee may enter into any type of contract or business obligation on behalf of VVTA without prior written authorization ~~from~~ VVTA.

28.0 MISCELLANEOUS

Section 28.1 Housekeeping

All employees are expected to keep their work areas clean and organized. People using common areas such as lunch rooms, outdoor eating areas, locker rooms, and restrooms are expected to keep them sanitary. Please clean up after meals and dispose of trash properly.

Section 28.2 Parking

Employees may park their vehicles in designated areas. Employees may not use parking areas specifically designated for customers, vendors, VVTA vehicles, or reserved for managers. VVTA is not responsible for any loss or damage to employee vehicles or contents while parked on VVTA property.

Section 28.3 Solicitation and Distribution of Literature

In order to prevent unnecessary disruption to employees, solicitation and distribution of literature on VVTA property is prohibited during work hours. **Use of company email for personal solicitation is prohibited.**

Passive solicitation in an employee's own work area, such as posting a notice for sale of cookies, candies or similar items to support a school or other community organizations is acceptable.

Non-employees will not be permitted to solicit or to distribute written material for any purpose on VVTA property without prior permission from the company.

**ACKNOWLEDGMENT OF RECEIPT OF THE PERSONNEL RULES OF THE
VICTOR VALLEY TRANSIT AUTHORITY**

I acknowledge receipt of the Personnel Rules of the Victor Valley Transit Authority (“VVTA”), dated 10/15/2018, containing VVTA’s rules, regulations, policies and procedures as well as outlining my privileges, obligations and responsibilities. I understand and agree that it is my responsibility to read and comply with the policies, practices and regulations contained in these Rules, as well as any other VVTA policies, practices and regulations.

Inclusively, I acknowledge that I have read and understand the policy against harassment, and agree to comply with all stated policies.

Furthermore, I understand that except for the "at-will" nature of my employment, all other rules, policies, and benefits contained in these Rules and other related documents may be changed, modified or deleted at any time. I also understand and agree that nothing in these Rules or VVTA’s discretionary use of corrective discipline creates any express or implied contract to the contrary and that these Rules are not a contract of employment. Accordingly, I will not interpret these Rules in any way that will create any expressed or implied contractual rights between VVTA and me. This at-will nature of my employment sets forth our full agreement on this subject.

Employee’s signature/print name

Date: _____

Authorized VVTA representative

Date: _____

NOTE: Upon your completion of this acknowledgment sheet, please remove it from the remainder of the Manual and give it to Human Resources for insertion in your personnel file.

ACKNOWLEDGMENT OF AT-WILL STATUS

Date: _____

Re: Appointment to Position of _____

Dear _____:

The Victor Valley Transit Authority (“VVTA”) has offered you the position of _____. You should be aware that by accepting this position, you are an at-will employee of VVTA. All employment with VVTA is at-will. As an at-will employee, you serve at the pleasure of VVTA. This means that your employment is at the mutual consent of you and VVTA, and that either you or VVTA may terminate your employment at any time without notice or cause. Thus, VVTA may terminate you at any time, with or without cause or reason.

No reason need be given to you if your employment is terminated. As an at-will employee, you do not hold a property right in your employment, and you do not have the right to continuing or long-term employment. This at-will relationship also permits VVTA to change the terms and conditions of your employment at any time, with or without notice or cause, including, but not limited to dismissal, demotion, promotion, transfer, compensation, benefits, duties, and location of work. The provision of any performance evaluation or review, or any transfer or promotion, or change in job duties or benefits, shall not modify your at-will status with VVTA. No representative of VVTA has made or can make any oral statements, promises or representations which modify your status as an at-will employee. As an employee of VVTA, you do not have a contract of employment. Your status as an at-will employee cannot be changed by any written agreement or other written document. No other written or verbal agreement may otherwise arise that modifies your status as an at-will employee, or that you are hired or retained with VVTA under any terms other than those set forth above.

Only the Board of Directors may amend your at-will status in a written agreement that has been approved by the Board at a duly noticed public meeting. This policy supersedes all written and oral representations to the contrary.

I have read the foregoing statement. I understand that my employment with the Victor Valley Transit Authority (“VVTA”) is at-will, and that my employment may be terminated at any time by VVTA, with or without cause or notice, either at my option or at the option of VVTA.

Employee’s signature/Print name

Date: _____

Authorized VVTA representative

Date: _____

VVTA COMPENSATION POLICY

March 18, 2013

Amendment 1, October 15, 2018 (effective July 1, 2018)

1. COMPENSATION OVERVIEW

1.A. OBJECTIVE

This plan underscores VVTA's commitment to achieving results and providing the best service with the finest employees.

VVTA strives to administer the compensation program in a flexible but consistent manner. The purpose of the compensation program is to attract, retain, and motivate employees.

VVTA achieves this, in part, by providing competitive wages based on the Relevant Labor Market. The "relevant labor market" may vary depending upon classification and is primarily defined by the geographic region when possible (local, state-wide, or national) and key markets (transit, other government agencies, private sector) where labor talent is found, recruited from, and/or lost.

When the relevant labor market is defined as "local"; local private sector compensation data will be considered along with local public sector compensation (transit and other government agencies). When the relevant labor market is statewide or national, VVTA will consider compensation data for public sector agencies (transit and other government) with several comparable demographic data points including but not limited to population, median home price, median household income, median age, median education level, services provided, and unemployment rate. Quality of life should also be considered when selecting comparable transit and other government agencies.

Employees are recognized for their contributions only through performance-based merit increases. No automatic "step" plan shall be used.

1.B. PURPOSE

The purpose is to:

- attract and retain a workforce dedicated to excellence, thereby ensuring VVTA's ability to meet the present and future business objectives of the organization,
- maintain a salary program, which will give maximum incentive to real accomplishments and compensate individuals on the basis of merit without discrimination, while providing necessary administrative control of salary costs, and;
- provide salary structures, which are internally equitable and externally competitive.

1.C. STRUCTURE

The Personnel Committee after consultation with the Executive Director assigns each job classification to a “salary range” according to the level of responsibility involved. Classifications share a salary range with other jobs that have different duties but approximately the same degree of responsibility.

Salary ranges for classifications contain eleven salary “steps”, each three (3) percent above the previous. As VVTA does not embrace a formal “step” progression employees are hired into their classification at a step commensurate with their ability, experience, and knowledge. However, most non-management employees will start at the first step of the range for their classification. With continuous good performance, employees may progress to higher steps at regular intervals.

The salary structure is designed to provide:

- salary grade ranges for classifications based upon the scope and level of responsibility of work performed in comparison to other work performed within VVTA and in comparison to the external market, and
- salaries paid to employees that reflect the level of responsibilities of the classification and the performance of the individual.

2. ADMINISTRATION OF COMPENSATION

The Personnel Committee after consultation with the Executive Director is responsible for the establishment of definitive guidelines for adjusting individual salaries and salary ranges. The development and administration of these guidelines may be delegated to appropriate staff.

Within guidelines established by the Personnel Committee ~~Executive Director~~, compensation adjustments may be given:

- as an increase to base pay,
- in a lump sum payment, and/or
- as deferred compensation

The Executive Director is authorized to adjust staff salaries after approval by the Personnel Committee. In any fiscal year the total dollar amount of all salary increases granted pursuant to this policy will be a percentage of the total budgeted salaries for Administrative positions and shall be authorized by the Board of Directors with the approval of the VVTA fiscal year budget.

3. FULL-TIME AND PART-TIME EMPLOYEES

An employee may be hired or promoted into a position at any salary within the range for the classification; such salary is to be determined based on individual qualifications.

Approval by the Personnel Committee and the Executive Director is required for all starting salaries. A new employee will complete an introductory (probation) period per current VVTA employment policy. At the end of the introductory period, the employee's

performance will be evaluated and the employee may be eligible for a merit increase based on the employee's performance level during the introductory period.

Following the completion of the introductory period, subsequent performance reviews will be conducted annually on a common review date and merit increases may be authorized at that time.

4. RECLASSIFICATIONS

When an employee is assigned to a classification with a lower salary range, or when the employee's position is reclassified to a lower salary range:

- the employee's salary may be reduced to the maximum of the new range, or
- with the approval of the Personnel Committee and the Executive Director, the employee may retain his or her salary paid prior to the new assignment.

Any employee promoted from one defined position to a different position at a higher salary grade will be brought at least to the minimum of the salary range for the different position. The promoted or laterally transferred employee may serve an introductory period per current VVTA employment policy. At the end of any introductory period, the employee's performance will be evaluated and a merit increase may be authorized.

5. MERIT INCREASES (RAISES)

An employee may receive a merit increase based on his/her performance evaluation rating at the time of the common review unless the overall rating is "needs improvement" or "unsatisfactory".

Individual merit increases may vary in size depending on performance but shall not be increased by more than one "step" unless approved in writing by the Executive Director and in such case shall never exceed one and one-half "steps". Dollars unspent in this budget may be used to supplement the special performance award budget for the same fiscal year.

An employee's performance may be reviewed at any time during the year as appropriate, but his/her salary may not be adjusted other than as provided in this Compensation Plan.

6. COST OF LIVING ADJUSTMENT

A Cost of Living adjustment based on the Consumer Price Index (CPI) shall be included in the VVTA annual budget. To that end, each year, no later than April, staff will present the CPI report to the Board for review and a determination for an amount to be included in the following year VVTA budget along with an adjustment to the salary range table. Adjustments will become effective July 1 of each year commencing in 2019.

7. TEMPORARY ASSIGNMENTS

When an employee is assigned duties of a different classification with the same or higher salary grade, the employee's salary may be increased by an amount not to exceed 5%. Such increases may be made only in those instances where the

assignment will last at least 30 days and will not, in any event, be paid for a period in excess of 180 days, without written authorization by the Executive Director.

8. COMPENSATION PROGRAM EVALUATION

Approximately every five years and no more than every seven years, VVTA will evaluate its compensation structure, programs, and policies to assess market competitiveness, effectiveness, and compliance with State Law. Adjustments to the compensation structure may be made as a result of this periodic evaluation and will be brought to the Personnel Committee for review and the VVTA Board for approval.

9. ANNUAL PERFORMANCE EVALUATIONS

Employees shall receive an annual performance evaluation in order to be eligible for a merit increase.

9.1. CONTENT

Annual performance evaluations shall include review of the current year's performance, completion of the current year's performance evaluation form, and preparation of the next year's performance plan.

9.2. RATING PROCEDURE

Seventy-five percent (75%) of an employee's overall performance rating shall be based on five to eight job-related behaviors. All of the following five behaviors must be rated:

- **Initiative:** identifying problems and finding opportunities for innovative solutions.
- **Customer Service:** responding to the needs of external and internal customers; continually increasing the value of services delivered.
- **Job Knowledge:** demonstrating expertise; keeping skills current through professional development.
- **Teamwork:** communicating and collaborating well with others to solve problems and accomplish tasks.
- **Stewardship:** promoting the public trust by using the Authority's resources wisely, communicating honestly, and being accountable.

For managers, at least one and up to three of the following behaviors must be rated:

- **Organization Development:** improving organization responsiveness and productivity.
- **Human Resources Management:** encouraging excellent performance from employees.
- **Leadership:** defining and communicating overall issues and priorities for the organization.

The remaining twenty-five Percent (25%) of a staff employee's overall performance rating shall be based on standard employment requirements (such as attendance and following requirements of the employee handbook). For management the remaining twenty-five Percent (25%) of a the overall performance rating shall be based on

accomplishment stated goals and objectives. These objectives shall be directly related to the Board goals, VVTA objectives, and personal objectives.

9.3. RATING DEFINITIONS

On the performance evaluation each job-related behavior or management objective shall receive an individual performance rating based on the following scale:

- **Unacceptable:** Performance consistently fails to meet minimum requirements and expectations.
- **Needs Improvement:** Performance is inconsistent, only sometimes or partially meeting expectations. Sustained improvement is needed to fully meet expectations.
- **Meets Expectations:** Performance fully meets expectations, with only a normal amount of supervision or direction necessary. Performance reflects competent skills and a good attitude.
- **Exceeds Expectations:** Performance consistently exceeds expectations, with higher quality, more innovation, and less supervision or direction than typically required. Specific examples document this above average achievement.
- **Outstanding:** Performance is clearly superior. While specific examples document this superiority, achievement is usually self-evident to others because this level of performance is extraordinary.

10. SALARY RANGES AND STEPS

VVTA's Salary Range provides equal in-range salary opportunity of approximately 35% from Minimum Step to Maximum Step. The salary ranges are separated by a uniform 5%, permitting job classes to be precisely linked to the external prevailing rates. VVTA uses an eleven (11) step plan within each range. Each "step" is 3% above the previous "step".

The thirty-fiveforty (3540) ranges meet the dollar values required to encompass prevailing rates, permitting the plan to be updated in future years to accommodate any anticipated increases in the prevailing rates. Additional salary ranges may be added by the Personnel Committee~~Executive Director~~ if needed.

Job classes can be individually reassigned to different salary ranges on a pre-scheduled basis (i.e. every 3 years) to reflect the varying movement in the external prevailing rate (if any) for each job class. The Salary Range Table shall not be adjusted by large blanket percentages or flat dollar amounts, as that will adversely impact the external competitiveness and the internal equity of the salary plan.

VVTA SALARY RANGE TABLE

(Approved by VVTA Board October 15, 2018)

Salary Range	STEP										
	1	2	3	4	5	6	7	8	9	10	11
11	\$26,189	\$26,974	\$27,783	\$28,617	\$29,475	\$30,360	\$31,270	\$32,209	\$33,175	\$34,170	\$35,195
12	\$27,498	\$28,323	\$29,173	\$30,048	\$30,949	\$31,878	\$32,834	\$33,819	\$34,833	\$35,879	\$36,955
13	\$28,873	\$29,739	\$30,631	\$31,550	\$32,497	\$33,471	\$34,476	\$35,510	\$36,575	\$37,672	\$38,803
14	\$30,317	\$31,226	\$32,163	\$33,128	\$34,121	\$35,145	\$36,199	\$37,285	\$38,404	\$39,556	\$40,743
15	\$31,833	\$32,787	\$33,771	\$34,784	\$35,827	\$36,902	\$38,009	\$39,150	\$40,324	\$41,534	\$42,780
16	\$33,424	\$34,427	\$35,459	\$36,523	\$37,619	\$38,747	\$39,910	\$41,107	\$42,340	\$43,611	\$44,919
17	\$35,096	\$36,148	\$37,232	\$38,349	\$39,500	\$40,685	\$41,905	\$43,162	\$44,457	\$45,791	\$47,165
18	\$36,850	\$37,955	\$39,094	\$40,267	\$41,475	\$42,719	\$44,001	\$45,321	\$46,680	\$48,081	\$49,523
19	\$38,693	\$39,853	\$41,049	\$42,280	\$43,549	\$44,855	\$46,201	\$47,587	\$49,014	\$50,485	\$51,999
20	\$40,628	\$41,846	\$43,101	\$44,394	\$45,726	\$47,098	\$48,511	\$49,966	\$51,465	\$53,009	\$54,599
21	\$42,659	\$43,938	\$45,256	\$46,614	\$48,012	\$49,453	\$50,936	\$52,464	\$54,038	\$55,659	\$57,329
22	\$44,792	\$46,135	\$47,519	\$48,945	\$50,413	\$51,925	\$53,483	\$55,087	\$56,740	\$58,442	\$60,196
23	\$47,032	\$48,442	\$49,895	\$51,392	\$52,933	\$54,521	\$56,157	\$57,842	\$59,577	\$61,364	\$63,205
24	\$49,383	\$50,864	\$52,390	\$53,961	\$55,580	\$57,248	\$58,965	\$60,734	\$62,556	\$64,433	\$66,366
25	\$51,852	\$53,407	\$55,009	\$56,659	\$58,359	\$60,110	\$61,913	\$63,771	\$65,684	\$67,654	\$69,684
26	\$54,445	\$56,077	\$57,760	\$59,492	\$61,277	\$63,115	\$65,009	\$66,959	\$68,968	\$71,037	\$73,168
27	\$57,167	\$58,881	\$60,648	\$62,467	\$64,341	\$66,271	\$68,259	\$70,307	\$72,416	\$74,589	\$76,826
28	\$60,026	\$61,825	\$63,680	\$65,590	\$67,558	\$69,585	\$71,672	\$73,822	\$76,037	\$78,318	\$80,668
29	\$63,027	\$64,916	\$66,864	\$68,870	\$70,936	\$73,064	\$75,256	\$77,514	\$79,839	\$82,234	\$84,701
30	\$66,178	\$68,162	\$70,207	\$72,313	\$74,483	\$76,717	\$79,019	\$81,389	\$83,831	\$86,346	\$88,936
31	\$69,487	\$71,570	\$73,717	\$75,929	\$78,207	\$80,553	\$82,970	\$85,459	\$88,023	\$90,663	\$93,383
32	\$72,961	\$75,149	\$77,403	\$79,725	\$82,117	\$84,581	\$87,118	\$89,732	\$92,424	\$95,196	\$98,052
33	\$76,610	\$78,906	\$81,274	\$83,712	\$86,223	\$88,810	\$91,474	\$94,218	\$97,045	\$99,956	\$102,955
34	\$80,440	\$82,852	\$85,337	\$87,897	\$90,534	\$93,250	\$96,048	\$98,929	\$101,897	\$104,954	\$108,103
35	\$84,462	\$86,994	\$89,604	\$92,292	\$95,061	\$97,913	\$100,850	\$103,876	\$106,992	\$110,202	\$113,508
36	\$88,685	\$91,344	\$94,084	\$96,907	\$99,814	\$102,808	\$105,893	\$109,069	\$112,342	\$115,712	\$119,183
37	\$93,119	\$95,911	\$98,788	\$101,752	\$104,805	\$107,949	\$111,187	\$114,523	\$117,959	\$121,497	\$125,142
38	\$97,775	\$100,707	\$103,728	\$106,840	\$110,045	\$113,346	\$116,747	\$120,249	\$123,857	\$127,572	\$131,399
39	\$102,664	\$105,742	\$108,914	\$112,182	\$115,547	\$119,014	\$122,584	\$126,261	\$130,049	\$133,951	\$137,969
40	\$107,797	\$111,029	\$114,360	\$117,791	\$121,325	\$124,964	\$128,713	\$132,575	\$136,552	\$140,648	\$144,868
41	\$113,187	\$116,581	\$120,078	\$123,680	\$127,391	\$131,212	\$135,149	\$139,203	\$143,379	\$147,681	\$152,111
42	\$118,847	\$122,410	\$126,082	\$129,864	\$133,760	\$137,773	\$141,906	\$146,163	\$150,548	\$155,065	\$159,717
43	\$124,789	\$128,530	\$132,386	\$136,358	\$140,448	\$144,662	\$149,002	\$153,472	\$158,076	\$162,818	\$167,703
44	\$131,028	\$134,957	\$139,005	\$143,175	\$147,471	\$151,895	\$156,452	\$161,145	\$165,980	\$170,959	\$176,088
45	\$137,580	\$141,704	\$145,956	\$150,334	\$154,844	\$159,490	\$164,274	\$169,202	\$174,279	\$179,507	\$184,892

11. VVTA JOB CLASS / POSITION RANGES

Additional job titles may be added as VVTA expands and provides more transportation services and support for those services.

Job Class / Titles	Salary Range	Step 1	Step 6 Midpoint	Step 11
Deputy Executive Director	41	\$ 113,187	\$ 131,212	\$ 152,111
Fleet/Facilities Director	40	\$ 107,797	\$ 124,964	\$ 144,868
Finance Director	40	\$ 107,797	\$ 124,964	\$ 144,868
Operations Director	38	\$ 97,775	\$ 113,346	\$ 131,399
CTSA Director	37	\$ 93,119	\$ 107,949	\$ 125,142
I.T. Manager	36	\$ 88,685	\$ 102,808	\$ 119,183
Procurement Manager	31	\$ 69,487	\$ 80,553	\$ 93,383
Contract Compliance Manager	27	\$ 57,167	\$ 66,271	\$ 76,826
Accounting Supervisor	27	\$ 57,167	\$ 66,271	\$ 76,826
Senior Fleet Analyst	26	\$ 54,445	\$ 63,115	\$ 73,168
Route Planner	26	\$ 54,445	\$ 63,115	\$ 73,168
Financial Analyst-Grants	26	\$ 54,445	\$ 63,115	\$ 73,168
Grants Analyst	26	\$ 54,445	\$ 63,115	\$ 73,168
I.T. Systems Administrator	26	\$ 54,445	\$ 63,115	\$ 73,168
Clerk of the Board	26	\$ 54,445	\$ 63,115	\$ 73,168
Marketing - Civil Rights Coordinator	24	\$ 49,383	\$ 57,248	\$ 66,366
Administrative Assistant	20	\$ 40,628	\$ 47,098	\$ 54,599
Inventory Specialist	20	\$ 40,628	\$ 47,098	\$ 54,599
Accounting Technician	20	\$ 40,628	\$ 47,098	\$ 54,599
CTSA Administrative Assistant	20	\$ 40,628	\$ 47,098	\$ 54,599
Vanpool Administrator	16	\$ 33,424	\$ 38,747	\$ 44,919
Lead Customer Service Representative	15	\$ 31,833	\$ 36,902	\$ 42,780
Travel Trainer (Lead)	15	\$ 31,833	\$ 36,902	\$ 42,780
Travel Trainer (PT)	13	\$ 28,873	\$ 33,471	\$ 38,803
Customer Service Representative	13	\$ 28,873	\$ 33,471	\$ 38,803

VVTA EMPLOYEE EVALUATION FROM (rev 6/24/14)

EVALUATION YEAR ENDING: _____

JOB RELATED BEHAVIORS

For Non-Management employees enter an evaluation score from 1 to 20 for each of the first five job-related behaviors listed and place the total on Total Evaluation Score line (maximum 100)

For Management Employees enter an evaluation score from 1 to 15 for each of the first five job-related behaviors and a total of up to 25 points for the last three Management job-related behaviors. If one of the three Management job-related behaviors is not applicable, enter "N/A". Use the extra space to elaborate on expectations about selected behaviors.

Employee: _____ Signature: _____	Evaluation Score
Evaluator: _____	
Evaluation Date: _____	
Initiative: identifying problems and finding opportunities for innovative solutions (mandatory)	
Job Knowledge: demonstrating expertise; keeping skills current through professional development (mandatory)	
Teamwork: communicating and collaborating well with others to solve problems and accomplish tasks	
Stewardship/Ethics: promoting public trust by using Authority's resources wisely, communicating honestly and being accountable (mandatory)	
Customer Service: responding to the needs of internal and external customers; increasing the value of services delivered (mandatory)	
Organization Development: <i>improving organization responsiveness and productivity</i>	Mgmt Only
Human Resources Management: <i>encouraging excellent performance from employees</i>	Mgmt Only
Leadership: <i>defining and communicating overall issues, priorities, and directions for the organization</i>	Mgmt Only
Total Evaluation Score (maximum 100) weight 75% staff; 100% management	
Overall Performance Score (maximum 100) weight 25% staff	

Comments: _____

Goals: _____

Staff Only	Score	Weight	Total	Year	Class.	Step	Wage
Total Evaluation		0.75		FY			\$
Overall Performance		0.25		FY			\$
Final Evaluation Score							

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VICTOR VALLEY TRANSIT AUTHORITY

AGENDA MATTER

Closed Session.

SUMMARY STATEMENT

BOARD BUSINESS

Closed Session.

Personnel Matters - Government Code Section 54957(b)(1) – Public Employee Evaluation. Title: Executive Director.

RECOMMENDED ACTION

PRESENTED BY	FISCAL IMPACT	MEETING DATE	ITEM NUMBER
Carol Greene, County Counsel	N/A	November 19, 2018	12