

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

EXECUTIVE COMMITTEE

(COMMISSIONERS STEVE ADAMS, MARION ASHLEY, BOB BUSTER,
MARY CRATON, TERRY HENDERSON, BOB MAGEE, JEFF STONE,
JOHN TAVAGLIONE, MICHAEL WILSON, ROY WILSON)

9:00 A.M.

WEDNESDAY, MAY 14, 2008

County of Riverside Administrative Center
Conference Room A
4080 Lemon Street, Third Floor, Riverside

In compliance with the Americans with Disabilities Act and Government Code Section 54954.2, if you need special assistance to participate in an Executive Committee meeting, please contact the Clerk of the Board at (951) 787-7141. Notification of at least 48 hours prior to meeting will assist staff in assuring that reasonable arrangements can be made to provide accessibility at the meeting.

1. **CALL TO ORDER**
2. **PUBLIC COMMENTS**
3. **APPROVAL OF MINUTES – [JANUARY 9](#) AND [FEBRUARY 13, 2008](#)**
4. **ADDITIONS/REVISIONS** - *The Committee may add an item to the Agenda after making a finding that there is a need to take immediate action on the item and that the item came to the attention of the Committee subsequent to the posting of the agenda. An action adding an item to the agenda requires 2/3 vote of the Committee. If there are less than 2/3 of the Committee members present, adding an item to the agenda requires a unanimous vote. Added items will be placed for discussion at the end of the agenda.*
5. **[PERSONNEL POLICIES AND PROCEDURES MANUAL](#)**

Overview

This item is for the Committee to:

- 1) Approve the revised Personnel Policies and Procedures Manual; and
- 2) Adopt Resolution No. 08-012, *“Resolution of the Riverside County Transportation Commission Adopting Personnel Policies and Procedures Manual”*.

6. CLOSED SESSION

Overview

Conference with Labor Negotiators Pursuant to Section 54957.6

Agency Designated Representatives: Executive Director

Unrepresented Employees: All Commission employees other than Executive Director

7. CLASSIFICATION AND COMPENSATION STUDY

Overview

This item is for the Committee's discussion and possible action on adjustment to salaries and ranges of Commission employees based on Classification and Compensation Study.

8. ADJOURNMENT

The next Executive Committee meeting is scheduled to be held at **9:00 a.m., Wednesday, June 11, 2008**, 4080 Lemon Street, Third Floor, Conference Room A, Riverside.

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

EXECUTIVE COMMITTEE

February 13, 2008

Minutes

1. CALL TO ORDER

The meeting of the Executive Committee was called to order by 2nd Vice Chair Bob Buster at 9:05 a.m. in Conference Room A at the County of Riverside Administrative Center, 4080 Lemon Street, Third Floor, Riverside, California, 92501.

Commissioners Present

Steve Adams
Marion Ashley
Bob Buster
Mary Craton
Terry Henderson
Jeff Stone
John Tavaglione
Michael Wilson
Roy Wilson

Commissioners Absent

Bob Magee

2. PUBLIC COMMENTS

There were no requests to speak from the public.

3. APPROVAL OF MINUTES

The minutes of January 9, 2008 will be submitted at the next meeting.

4. ADDITIONS/REVISIONS

There were no additions or revisions to the agenda.

5. ORGANIZATION IMPACTS

Anne Mayer, Executive Director, presented the proposed organizational changes and reviewed the structure of the organizational chart. She briefly discussed the compensation study that is anticipated to be completed in the next three months.

M/S/C (Henderson/M. Wilson) to:

- 1) Establish a Director of Multimodal Services position on range 10, (\$8,465 - \$11,428 per month). This position will be responsible for management of the multimodal services program (Commuter Assistance, Motorist Assistance, Rail Operations, Specialized Transportation, and Transit);**
- 2) Establish a Procurement and Asset Manager position on range 8, (\$6,847 - \$9,243 per month). This position will be responsible for managing the Commission's procurement and contract administration and capital assets;**
- 3) Establish a Procurement and Asset Staff Analyst position on range 6, (\$4,860 - \$6,561 per month). This position will provide support to the Procurement and Asset Manager position;**
- 4) Reclassify the Government Relations Staff Analyst position to a Government Relations Manager position on range 8, (\$6,847 - \$9,243 per month). This position will oversee the Commission's overall legislative affairs work;**
- 5) Reclassify the Right-of-Way Staff Analyst position to a Right-of-Way Senior Staff Analyst position on range 7, (\$5,589 - \$7,545 per month). This position would be a limited-term contract employee responsible for coordination, management, and administration in support of right of way activities;**
- 6) Modify the pay structure to incorporate the new Director of Multimodal Services, Procurement and Asset Manager, Procurement and Asset Staff Analyst, and reclassified Government Relations Manager;**
- 7) Approve the revised organizational chart to reflect the proposed changes.**

6. REQUEST FROM FORMER EXECUTIVE DIRECTOR FOR CONTRACT INTERPRETATION

Steve DeBaun, Commission's legal counsel, presented a request from the Commission's former Executive Director, Eric Haley, regarding the interpretation of the conflict of interest provision of his contract. The provision states that he cannot work for any of the Commission's consultants for a one-year term following the termination of the agreement.

Chair Jeff Stone arrived and assumed the Chair.

The Committee discussed the matter and determined to narrowly construe the provision, and therefore the provision does not include sub consultants to the Commission.

M/S/C (R. Wilson/Ashley) to narrowly construe the conflict of interest provision of the former executive director's contract.

7. ADJOURNMENT

There being no other items to be considered, the Executive Committee meeting adjourned at 9:25 a.m.

Respectfully submitted,

A handwritten signature in black ink that reads "Jennifer Harmon". The signature is written in a cursive style with a large, looped initial "J".

Jennifer Harmon
Clerk of the Board

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

EXECUTIVE COMMITTEE

January 9, 2008

Minutes

1. CALL TO ORDER

The meeting of the Executive Committee was called to order by Chair Jeff Stone at 9:05 a.m. in Conference Room A at the County of Riverside Administrative Center, 4080 Lemon Street, Third Floor, Riverside, California, 92501.

Commissioners Present

Marion Ashley
Bob Buster
Mary Craton
Terry Henderson
Bob Magee
Jeff Stone
Roy Wilson

Commissioners Absent

Steve Adams
John Tavaglione
Michael Wilson

2. PUBLIC COMMENTS

There were no requests to speak from the public.

3. APPROVAL OF MINUTES

M/S/C (Ashley/Craton) to approve the minutes of July 11, September 12, and September 20, 2007 as submitted.

4. ADDITIONS/REVISIONS

There were no additions or revisions to the agenda.

5. PERSONNEL POLICIES AND PROCEDURES MANUAL UPDATE SECTION 2.3 "VACANCIES", SECTION 2.11 "PROMOTION", SECTION 3.9 "COMPENSATION", AND SECTION 5.3 "HOLIDAY LEAVE"

At Commissioner Bob Magee's request, Anne Mayer, Executive Director, provided a definition of *internal salary compression* and provided examples related to Commission staff positions.

M/S/C (Craton/Henderson) to:

- 1) **Approve the revision to the Personnel Policies and Procedures Manual to amend Section 2.3 "Vacancies", Section 2.11 "Promotion", Section 3.9 "Compensation", and Section 5.3 "Holiday Leave"; and**
- 2) **Adopt Resolution No. 08-008 "*Resolution of the Riverside County Transportation Commission Amending Its Personnel Policies and Procedures Manual*".**

6. ADJOURNMENT

There being no other items to be considered, the Executive Committee meeting adjourned at 9:15 a.m.

Respectfully submitted,



Jennifer Harmon
Clerk of the Board

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

DATE:	May 14, 2008
TO:	Executive Committee
FROM:	Michele Cisneros, Accounting and Human Resources Manager
THROUGH:	Anne Mayer, Executive Director
SUBJECT:	Personnel Policies and Procedures Manual

STAFF RECOMMENDATION:

This item is for the Committee to:

- 1) Approve the revised Personnel Policies and Procedures Manual; and
- 2) Adopt Resolution No. 08-012, *"Resolution of the Riverside County Transportation Commission Adopting Personnel Policies and Procedures Manual"*.

BACKGROUND INFORMATION:

Staff has completed the review and revised the Personnel Policies and Procedures Manual. Legal counsel has also reviewed and approved the changes made to the Personnel Policies and Procedures Manual.

The changes to the Personnel Policies and Procedures Manual include:

- Revision of Section 2.11 Promotion – include language to allow new probationary employees the opportunity to apply for new recruitments at the Commission before the completion of the initial probationary period;
- Revision of Section 3.8 Exempt Employees – include language that addresses an employee of a public agency who meets the salary basis requirements of the Department of Labor's Part 541 *"Defining and Delimiting the Exemptions for Executive, Administrative, Professional, Computer, and Outside Sales Employees"* shall not be disqualified from exemption on the basis that such employee's salary is reduced due to absences of less than a day for personal reasons;
- Removed the reference to the Deputy Executive Director responsible for Human Resources and replaced it with the Director responsible for Human Resources; and
- Revised and added definitions in Section 1.8.

Attachments:

- 1) Resolution No. 08-012
- 2) Personnel Policies and Procedures Manual

RESOLUTION NO. 08-012

**RESOLUTION OF THE
RIVERSIDE COUNTY TRANSPORTATION COMMISSION
ADOPTING ITS PERSONNEL POLICIES AND PROCEDURES MANUAL**

WHEREAS, the Commission has previously adopted personnel policies and procedures establishing the terms and conditions of employment the Commission; and

WHEREAS, the Commission wishes to update its personnel policies and procedures;

NOW, THEREFORE, be it resolved by the Riverside County Transportation Commission as follows;

Section 1. The previously adopted personnel policies and procedures manual of the Commission are hereby repealed and the personnel policies and procedures manual dated May 14, 2008 set forth in Attachment "A", attached hereto and incorporated herein are hereby adopted as the personnel policies and procedures of the Commission.

Section 2. This resolution shall take place immediately upon its adoption.

APPROVED AND ADOPTED this 14th day of May, 2008.

Jeff Stone, Chair
Riverside County Transportation Commission

ATTEST:

Jennifer Harmon, Clerk of the Board
Riverside County Transportation Commission



RIVERSIDE COUNTY TRANSPORTATION COMMISSION

PERSONNEL POLICIES AND PROCEDURES MANUAL

May 14, 2008 – Resolution No. 08-012

SECTION 1	GENERAL PROVISIONS
Section 1.1	Purpose
Section 1.2	Prior Policies Repealed
Section 1.3	Term of Manual
Section 1.4	Equal Employment Opportunity (EEO) Program
Section 1.5	Violation of Personnel Policy
Section 1.6	Department Policies and Procedures
Section 1.7	Distributions of Personnel Policies
Section 1.8	Definitions of Terms
Section 1.9	Application of this Manual
Section 1.10	Savings Clause

SECTION 2	RECRUITMENT, SELECTION AND PLACEMENT
Section 2.1	Classification Plan
Section 2.2	Reclassification
Section 2.3	Vacancies
Section 2.4	Personnel Requisitions
Section 2.5	Announcements
Section 2.6	Qualification of Applicants
Section 2.7	Submitting Applications
Section 2.8	Incomplete Applications
Section 2.9	Initial Applicant Screening
Section 2.10	Recruitment and Selection
Section 2.11	Promotion

SECTION 3	TERMS OF EMPLOYMENT
Section 3.1	Orientation
Section 3.2	Probationary Period
Section 3.3	Attendance
Section 3.4	Hours of Work
Section 3.5	Unauthorized Absence
Section 3.6	Overtime
Section 3.7	Non-exempt Employees
Section 3.8	Exempt Employees
Section 3.9	Compensation Section
Section 3.10	Salary Review
Section 3.11	Performance Evaluations
Section 3.12	Service Awards
Section 3.13	Safety
Section 3.14	Keys and Security Codes
Section 3.15	Political Activity
Section 3.16	Outside Activities/Employment
Section 3.17	Nepotism and Other Prohibited Employment
Section 3.18	Demotion
Section 3.19	Administrative Leave without Pay
Section 3.20	Termination
Section 3.21	Discharge

Section 3.22 Notice of Resignation
Section 3.23 Death of Employee

SECTION 4

EMPLOYEE BENEFITS

Section 4.1 Benefit Plan
Section 4.2 Medical
Section 4.3 Short and Long Term Disability Insurance
Section 4.4 Life Insurance
Section 4.5 Dental/Optical Program
Section 4.6 Retirement Program
Section 4.7 401(a) Qualified Plan
Section 4.8 457 Deferred Compensation
Section 4.9 Workers' Compensation
Section 4.10 Unemployment Insurance
Section 4.11 Continuation of Benefits Coverage
Section 4.12 Education Reimbursement Program
Section 4.13 Employee Assistance Program
Section 4.14 Flexible Reimbursement Program
Section 4.15 Employee Transportation Assistance

SECTION 5

ACCRUED LEAVE AND HOLIDAYS

Section 5.1 Sick Leave
Section 5.2 Sick Leave Time [Cash Out](#)/Vacation Conversion
Section 5.3 Holiday Leave
Section 5.4 Vacation
Section 5.5 Vacation Cash Out
Section 5.6 Administrative Leave
Section 5.7 Jury Duty Leave
Section 5.8 Leave of Absence Without Pay
Section 5.9 Military Leave
Section 5.10 Leave Donation Program

SECTION 6

PART-TIME AND TEMPORARY EMPLOYEES

Section 6.1 Regular Part-Time Employees
Section 6.2 Temporary Employees

SECTION 7

GRIEVANCE PROCEDURE

Section 7.1 Policy
Section 7.2 Steps in the Grievance Procedure

SECTION 8

EMPLOYEE CONDUCT AND DISCIPLINE

Section 8.1 Forms of Discipline
Section 8.2 Predisciplinary Process

SECTION 9

LAYOFF POLICY AND PROCEDURE

Section 9.1 Statement of Intent
Section 9.2 Military Leave

Section 9.3 Leave Donation Program
Section 9.4 Voluntary Demotion
Section 9.5 Reinstatement

SECTION 10

REPORTS AND RECORD KEEPING

Section 10.1 Personnel Files
Section 10.2 Change of Status Report
Section 10.3 Personnel Action Form
Section 10.4 Time Cards
Section 10.5 Records Review and Access
Section 10.6 Employee Access
Section 10.7 Disclosure of Employee Information
Section 10.8 Protection of Confidentiality

SECTION 11

HARASSMENT FREE WORKPLACE POLICY

Section 11.1 General Provisions
Section 11.2 Harassment Free Environment
Section 11.3 Sexual Harassment
Section 11.4 Violation Reporting
Section 11.5 Retaliation

SECTION 12

VIOLENCE IN THE WORKPLACE

Section 12.1 General Provisions
Section 12.2 Zero Tolerance
Section 12.3 Acts or Threats of Violence
Section 12.4 Reporting Procedure
Section 12.5 Disciplinary Action
Section 12.6 Retaliation
Section 12.7 Employee Training

SECTION 13

DRUG-FREE WORKPLACE POLICY

Section 13.1 General Provisions
Section 13.2 Definitions
Section 13.3 Scope
Section 13.4 Prohibited Conduct
Section 13.5 Alcohol/Drug Testing
Section 13.6 Disciplinary Action
Section 13.7 Drug-Free Awareness Program
Section 13.8 Use of Legal Drugs
Section 13.9 Unregulated or Unauthorized Conduct
Section 13.10 Confidentiality
Section 13.11 Counseling/Employee Assistance

SECTION 14

VEHICLE OPERATION POLICY

Section 14.1 Policy
Section 14.2 Driver's License
Section 14.3 Driver's Record
Section 14.4 Prohibition on Use of Phones While Driving

SECTION 15	EXPENSE REIMBURSEMENT
Section 15.1	Transportation
Section 15.2	Lodging
Section 15.3	Meals
Section 15.4	Communications
Section 15.5	Incidentals
Section 15.6	Registration Fees
Section 15.7	Memberships and Professional Certificates
Section 15.8	Expenditures in Excess of Allowable Expenses
Section 15.9	Travel Advance
Section 15.10	Documentation
SECTION 16	ELECTRONIC COMMUNICATIONS POLICY
Section 16.1	General Provisions
Section 16.2	Ownership, Authorization and Privacy
Section 16.3	Disclosure
Section 16.4	Prohibited Uses
Section 16.5	Authorized Use of E-Mail and Telephone Systems
Section 16.6	Guidelines for the Use of E-Mail
Section 16.7	Web Internet Usage
Section 16.8	Security and Audits
SECTION 17	EMPLOYEE GIFT AND LIMITATION POLICY
SECTION 18	FAMILY AND MEDICAL LEAVE POLICY
Section 18.1	Scope
Section 18.2	Purpose of Leave
Section 18.3	Eligibility
Section 18.4	Special Rules for Pregnancy Disability Leave
Section 18.5	Special Rules Regarding the Employment of Spouses and Parents
Section 18.6	Calculating 12-Month Period
Section 18.7	Employee Notice Requirements
Section 18.8	RCTC Determination and Notification to Employee
Section 18.9	Medical Certification
Section 18.10	Minimum Period of Leave
Section 18.11	Temporary Transfers
Section 18.12	Continuation of Health and Other Benefits
Section 18.13	Coordination of CFRA and FMLA Leave
Section 18.14	Substitution of Leave
Section 18.15	Reinstatement
Section 18.16	Denial of Reinstatement
Section 18.17	Benefits Accrual
Section 18.18	Additional Information
SECTION 19	PREGNANCY DISABILITY LEAVE POLICY
Section 19.1	Eligibility

Section 19.2	Pregnancy Disability Leave
Section 19.3	Leave Due to Normal Childbirth
Section 19.4	Leave/Transfer and Other Reasonable Accommodation Requests
Section 19.5	Intermittent Leave
Section 19.6	Temporary Transfers
Section 19.7	Certifications
Section 19.8	Recertification
Section 19.9	Fitness for Duty
Section 19.10	Pay During Leave
Section 19.11	Reinstatement
Section 19.12	Seniority and Benefits
Section 19.13	Federal Family and Medical Leave
Section 19.14	Group Health Insurance
Section 19.15	California Family and Medical Leave

SECTION 1 GENERAL PROVISIONS

Section 1.1 Purpose

The purpose of this Personnel Policies and Procedures Manual (Manual) is to provide guidance in the application of a fair personnel management policy which promotes the efficient and economical delivery of Riverside County Transportation Commission (RCTC) services.

Section 1.2 Prior Policies Repealed

In the event that the terms and provisions of this Manual are inconsistent or in conflict with the terms and provisions of any prior RCTC personnel policy and procedures, resolutions, rules and regulations governing the same subject, the terms of this Manual shall prevail and such inconsistent or conflicting provisions or prior resolutions, rules and regulations are hereby repealed effective on the date of adoption of this manual.

Section 1.3 Term of Manual

This Manual takes effect when adopted by the RCTC. The manual shall remain in effect unless repealed, in whole or part, by the RCTC. Notwithstanding the foregoing, the RCTC's Executive Committee may, in its sole discretion, add to, delete or otherwise modify the policies and procedures of this Manual.

Section 1.4 Equal Employment Opportunity (EEO) Program

Section 1.4.1 General Provisions

Section 1.4.1.1 Purpose

The purpose of this policy is to establish an equal employment opportunity program for all applicants and employees of RCTC.

Section 1.4.1.2 Prior Policies Repealed

In the event that the terms and provisions of this Policy are inconsistent or in conflict with the terms and provisions of any prior RCTC personnel policy and procedures, resolutions, rules and regulations governing the same subject, the terms of this Policy shall prevail and such inconsistent or conflicting provisions or prior resolutions, rules and regulations are hereby repealed.

Section 1.4.1.3 Term of Policy

This Policy takes effect when adopted by the RCTC. The Policy shall remain in effect unless repealed, in whole or part, by the RCTC. Notwithstanding the foregoing, the RCTC's Executive Committee may, in its sole discretion, add to, delete or otherwise modify this Policy.

Section 1.4.2 Policy Defined

Section 1.4.2.1 Policy

It is the policy of RCTC to provide equal employment opportunity to all applicants and employees. RCTC does not unlawfully discriminate on the basis of race, color, religion, sex (including pregnancy, childbirth, or related medical conditions), national origin, ancestry, age (40 and over), physical or mental disability, legally protected medical condition, family care status, veteran status, marital status, sexual orientation, or any other basis protected by state or federal laws.

Section 1.4.2.2 Policy Application

RCTC's Equal Employment Opportunity Policy (EEO Policy) applies to all areas of employment including recruitment, selection, promotion, termination, transfer, layoff, compensation, benefits, training, performance evaluations and other personnel actions, procedures and examinations.

Section 1.4.2.3 Responsibility Assignments

It is the responsibility of every manager and employee to conscientiously follow the EEO Policy.

Section 1.4.3 Applicants and Employees with Disabilities

Section 1.4.3.1 Non-Discrimination

It is the policy of RCTC not to discriminate on the basis of disability for employment. It is the intent of RCTC to provide disabled employees with a bias free work environment. RCTC will provide reasonable accommodation in compliance with the Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act ("FEHA"). Reasonable effort will be made to provide an accessible work environment.

Section 1.4.3.2 Interactive Process

RCTC will engage in the interactive process, as defined by the ADA and FEHA, to determine whether an applicant or employee is able to perform his/her essential functions. If the employee or applicant cannot perform the essential functions of his/her position, RCTC will examine possible reasonable accommodations that will make it possible for the employee or applicant to so perform. Such interactive process will include a meeting with the employee or applicant and RCTC.

Section 1.5 Violation of Personnel Policy

Violation of the provisions of this Manual by an employee may subject the employee to disciplinary action, up to and including discharge from employment.

Section 1.6 Department Policies and Procedures

Department managers may issue such policies and procedures as deemed necessary for the efficient and orderly administration of the department. However, no such policies or procedures shall conflict with or supersede the policies and procedures in this Manual. Departmental policies and procedures shall not be effective until approved, in writing, by the Department Director and the Director of Human Resources. Copies of department policies and procedures, and amendments to the policies and procedures shall be distributed to each employee of the department.

Deleted: Deputy Executive

Section 1.7 Distribution of Personnel Policies

Copies of this Manual shall be distributed to each employee and will be made available electronically.

Section 1.8 Definition of Terms

Terms used in this Manual are defined as follows:

Acting Appointment - An appointment of a person on an interim basis pending later appointment of an eligible person.

Allocate – The assignment of a single position to its proper job classification in the Employee Classification Plan.

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

Authorized Position - A specific work position within a job classification which is or may be held by an employee.

Chairperson - A member of the RCTC elected on a yearly basis to preside at all meetings of the RCTC and perform such other powers and duties as may be from time to time assigned to him/her by the RCTC.

Class - All positions substantially similar with respect to duties, responsibilities, authority, and character of work to permit grouping under a common title in the application with equity of common standards of selection, transfer, and salary.

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

Continuous Service - Employment which is uninterrupted except by authorized absences.

Contract Employee - An individual employed by RCTC pursuant to the terms of an individual employment contract which sets forth terms and conditions of employment. The rules shall apply to contract employees to the extent they do not conflict with the contract.

Days - Defined as working days.

Demotion - The movement of an employee from one class to another class having a lower maximum base rate of pay.

Dependent – For basis of determining eligibility for benefits, the definition of a dependent shall follow the IRS definition unless otherwise defined by the requirements of the specific benefit program.

Director responsible for Human Resources - The employee of RCTC designated by the Executive Director to oversee the Human Resources Department.

Deleted: Deputy Executive

Disciplinary Action - An adverse personnel action in the form of a discharge, demotion, reduction in pay, suspension without pay, oral reprimand, and written reprimand of a regular employee.

Discharge - Involuntary termination of regular employment with the RCTC.

Employee - A person who is occupying a position at RCTC. The various types of RCTC employees may include regular, temporary, contract and probationary. Some types of employees may also be labeled as full-time or part-time and differentiated as exempt or non-exempt employees.

Employee Classification Plan - Classes of positions defined by class specifications as approved by the Executive Committee including titles which group all positions with similar duties, responsibilities, authority, character of work, and schedules of compensation within the same class.

Executive Committee – Policymaking committee comprised of a subset of RCTC Commissioners.

Executive Director - The position selected by the RCTC to serve as the Chief Executive Officer of the RCTC.

Exempt Employee – An employee who is not eligible for overtime pay. A list of current exempt positions is contained in Section 3.8 of this Manual. Additional positions may be created.

First Line Supervisor – The most immediate person to whom an employee reports for work assignments and direction.

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

Full-Time Employee - An employee of RCTC who usually works forty (40) hours per week.

Grievance - Good faith complaint of an employee or a group of employees or a dispute between RCTC and said employee or group of employees involving the interpretation, application, or enforcement of this Manual; provided, however, any

of the following complaints are not grievable: the content of a performance evaluation, the denial of a merit pay increase, employee classification, disciplinary action, rejection from probation, and termination of a contract, seasonal, temporary, or casual employee.

Grievance Procedure - The systematic means by which an employee may obtain consideration of a grievance.

Immediate Family Member - An employee's father, mother, spouse, registered domestic partner, child, brother, sister, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, foster child, ward of court, or stepchild.

Job Classification – Another name for “Class”, which is all positions substantially similar with respect to duties, responsibilities, authority, and character of work, to permit grouping under a common title in the application with equity of common standards of selection, transfer, and salary.

Layoff - The separation of a regular employee from RCTC which has been made necessary by lack of work or funds and other reasons.

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

Merit Salary Increase - A salary increase within the limits of a pay range established for a class.

Non-exempt Employee – An employee who is eligible for overtime pay. Any employee who is not designated as being exempt in Section 3.8 of this Manual is considered to be non-exempt.

Part-time Employee - An employee of RCTC who usually works less than forty (40) hours per week, but more than 20 hours per week.

Performance Evaluation - A review and evaluation of an employee's performance and capabilities in the employee's authorized position by the employee's first line supervisor or other manager.

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

Probationary Employee: An employee who is serving a probationary period either as a newly hired employee or as a new promotion.

Probationary Period - The first 1040 hours or such duly extended period of employment, during which an employee may be rejected without cause and without recourse to the grievance procedure or any other appeal right. Contract and temporary employees do not serve a probationary period and may be terminated at any time without cause and without recourse to the grievance procedure or any other appeal right.

Promotion - The movement of an employee from one class to another class having a higher maximum base rate of pay.

Reclassification – The movement of a position from one class to another class in accordance with a re-evaluation of the minimum qualifications, duties, and responsibilities of the position.

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

Regular Employee - An employee who has successfully completed the probationary period.

Reinstatement - The restoration without examination of a former regular employee to a classification in which the employee formerly served as a regular employee.

[Rejected – Involuntary termination of probationary employment with the RCTC, or in the case of a regular employee serving a promotional probationary period, demotion to former position.](#)

Relative – A spouse, registered domestic partner, 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, or grandparent, regardless of their places of residence; and any other individual related by blood or marriage living within the same household as the subject person.

Resignation - Voluntary termination of employment by an employee.

Retired Annuitant – A retired employee currently receiving benefits from CalPERS working for RCTC as a temporary employee without reinstatement and with certain restrictions as provided by law.

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

Sick Leave – A paid absence from duty by an employee due to any of the reasons set forth in Section 6.1 of this Manual.

Second Line Supervisor - A person who has responsibility for the direction of the work of a specific employee in the absence of the First Line Supervisor.

Suspension With Pay - A temporary separation of an employee, either fully or partially from assigned duties, with pay and benefits, pending investigation of alleged employee misconduct, pending imposition of discipline, or for other reasons.

Suspension Without Pay – A temporary separation of an employee from service, without pay, for a disciplinary purpose.

Temporary Employee - An employee, including, but not limited to, interns, hired for a specified purpose for a limited period of time. Such employees may be discharged without cause and without recourse to the grievance procedure or any other appeal right.

Termination - The conclusion or cessation of employment with RCTC because of retirement, resignation, discharge, [rejection](#), or death.

Transfer - The movement of an employee within a department or between departments from one position to another position in the same class or another class having the same maximum rate of pay, involving the performance of similar duties and requiring substantially the same basic qualification.

Vacancy - An unfilled, authorized position in RCTC employment.

Section 1.9 Application of this Manual

This Manual shall apply to all positions and employments in the service of RCTC.

Section 1.10 Savings Clause

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

SECTION 2 RECRUITMENT, SELECTION AND PLACEMENT

Section 2.1 Classification Plan

The ~~Director~~ responsible for Human Resources, under the direction of the Executive Director, shall ascertain and record the duties and responsibilities of all positions in the RCTC. The ~~Director~~ responsible for Human Resources, shall be responsible for preparing and maintaining an employee classification plan for RCTC. The Executive Director shall recommend a classification plan for such positions. The classification plan shall consist of classes of positions defined by class specification, including the title. The classification plan shall be so developed and maintained that all positions substantially similar with respect to duties, responsibilities, authority, and character of work are included within the same class, and that the same schedules of compensation may be made to apply under similar working conditions to all positions in the same class.

Deleted: Deputy Executive

Deleted: Deputy Executive

Deleted: at the direction of the Executive Director.

The classification plan shall be adopted by RCTC and may be amended from time to time. A newly created position shall not be filled until approved by the Executive Committee.

Section 2.2 Reclassification

The Executive Director can reassign position classifications, when circumstances require changes in responsibilities.

Section 2.3 Vacancies

When a vacancy occurs in an authorized position, the First Line supervisor will submit a request to fill the vacancy to the Human Resources Department. The immediate supervisor may recommend to fill a the vacancy through internal or external recruitment. The Executive Director shall determine the process for selection or, in the alternative, determine that it is in RCTC's best interest to leave the position vacant or that the position warrants a down grade in the job classification or pay grade. This section shall not be construed to limit in any way the Executive Director's right to hire the most qualified person available to fill any vacancy.

Section 2.4 Personnel Requisitions

All requests for personnel shall be submitted to the Human Resources Department on a Personnel Requisition Form. The Personnel Requisition Form shall be completed and signed by the supervisor. The Form shall be submitted to the Executive Director for approval and shall satisfy all Personnel Requisitions in accordance with RCTC's recruitment policy.

Section 2.5 Announcements

The Human Resources Department shall publish announcements which shall state the position title, rate of pay, desired qualifications, when and where to file applications

and other pertinent information. Employment standards stated in the announcement shall be those established for the class.

Announcements shall be considered published when they are posted on the RCTC Internet web site. The Human Resources Department may publish additional notices in other locations.

Section 2.6 Qualification of Applicants

The person employed in or appointed to any position requiring full-time or part-time service where the position is included in the classification plan and a class specification exists must possess desired qualifications in full, by midnight of the final filing date.

Section 2.7 Submitting Application Packages

Signed original and complete application packages must be received by RCTC not later than 5:00 p.m. on the final filing date unless advertised as open until filled.

Section 2.8 Incomplete Application Packages

Incomplete application packages may be returned to the applicant with notice to amend at the discretion of RCTC. Incomplete application packages, like all other application packages, received after the filing period will not be given consideration for RCTC employment.

Section 2.9 Initial Applicant Screening

The First Line Supervisor seeking to hire a new employee 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 has been dismissed for good cause from previous employment;
3. 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. The word "convicted" shall be construed to mean a plea of guilty or nolo contendere, verdict, or finding of guilt regardless of whether sentence is imposed by the court;
4. 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.

The Executive Director and/or the appropriate Director shall have final approval as it pertains to qualification of applicants.

Section 2.10 Recruitment and Selection

Offers of employment shall be extended to selected candidates only by the Executive Director or the ~~Director responsible for Human Resources~~ at the direction of the Executive Director. Employment offers for all positions shall be made in writing and shall include starting rate of pay on a monthly basis. All employment offers are contingent upon the fulfillment of any contingencies mentioned in the written offer of employment.

Deleted: Deputy Executive

The Executive Director has the authority to negotiate a higher accrual rate of vacation and sick leave for new employees when in the judgment of the Executive Director, the education, training and experience of a proposed employee are superior and justify a higher rate. These changes must be documented in writing to the Human Resources Department and the Payroll Department prior to the first day of work for the new hire.

Section 2.11 Promotion

It is the policy of RCTC to fill authorized position vacancies with the most qualified individual available and to provide promotional opportunities for qualified employees. Employees interested in promotion to a position vacancy for which they are qualified shall submit an employment application per the recruitment process. ~~New employees, who have not completed the initial probationary period for their current position, shall start a new probationary period for any new position. After the successful completion of the probationary period in the new position, the employee shall be classified as a regular employee.~~

Deleted: Employees

Deleted: successfully

Deleted: are not eligible for promotional consideration

Employees promoted to a new position shall be placed at a location within the salary range in which the position is classified which represents a ten percent increase in the employee's current salary. An employee promoted to a new position having a minimum salary range higher than a ten percent increase over the employee's current salary shall be placed at the minimum level of the new salary range. The Executive Director has the discretion to authorize salary levels within the salary range based on the most recent compensation study.

Promotional offers shall be extended to selected candidates by the Executive Director. ~~Employment offers for all promotional positions shall be made in accordance with Section 2.10 of this Manual.~~

Deleted: or the Deputy Executive Director responsible for Human Resources

Employees serving in an acting appointment shall not acquire probationary or permanent status or rights, and time spent in an "acting" position shall not contribute to the probationary period if the employee is subsequently appointed to the position. Employees who are appointed to an acting position will receive a temporary five percent increase in their salary which will continue for the duration of their acting position.

SECTION 3 TERMS OF EMPLOYMENT

Section 3.1 Orientation

New employees shall be provided an orientation by their First Line Supervisor and the Human Resources Department. The orientation will address issues such as hours of work, rest periods, salary, benefits, probationary period, performance evaluation, position description, attendance, sexual harassment policy, alcohol /drug abuse in the workplace policy, sick leave, vacation, overtime and other personnel issues. The employee's First Line supervisor will provide the employee with a thorough orientation including, but not limited to, the following:

1. Outline current and long range departmental objectives;
2. Review the organization of the department and the names of key department personnel;
3. Review department procedures;
4. Explain hours of work, timesheet reporting, lunch and break periods, and absence reporting and other RCTC policies;
5. Define work assignments, objectives and responsibilities;
6. Set measurable performance goals with the employee;
7. Conduct a tour of RCTC facilities including rest rooms and parking facilities.

Section 3.2 Probationary Period

To ensure that new employees are able to satisfy requirements of the position for which they were hired; each new employee, other than contract, casual, and temporary employees shall be required to serve a probationary period of one year. The probationary period is required as part of the testing process and shall be utilized for closely observing the employee's work. All employees will receive a quarterly progress report and a performance evaluation prior to completion of the probationary period.

During the probationary period, an employee may be rejected at any time without cause and without recourse to the grievance procedure or any other appeal right. Any rejection of a probationary employee must be communicated to the employee in writing prior to the expiration of the probationary period. The quarterly progress report and performance evaluation must be completed by the employee's First Line Supervisor. The decision to accept or reject the probationary employee is also made by the First Line Supervisor in consultation with the ~~Director responsible for Human Resources.~~

Deleted: Deputy Executive

Employees promoted to another job classification, shall be considered to be probationary employees during the first year in the new position. Employees failing to perform satisfactorily in the new classification may be rejected and returned to their former position or to a position requiring similar skill and in a similar pay grade if such a position

is still available. Should the previous position not be available, the employee is subject to discharge. Rejected employees shall not have recourse to the grievance procedure or any other appeal right.

Section 3.3 Attendance

Employees shall be in attendance at their work place in accordance with the rules regarding hours of work, holidays, and leaves. All employees shall keep their daily attendance. Attendance records of employees shall be reported to payroll on the appropriate form. Absence without leave shall be cause for discipline, up to and including discharge.

RCTC will maintain records of employee attendance to identify critical and chronic attendance problems. Employee attendance will be reviewed and evaluated during the employee's annual performance evaluation.

Section 3.4 Hours of Work

It is the RCTC's objective to perform its responsibilities and meet its obligations to the public and local agencies, while allowing its employees reasonable flexibility in their work schedules. The offices of the RCTC shall be kept open exclusive of Saturdays, Sundays, and holidays from 8:00 a.m. until 5:00 p.m.

Work Schedules - The pay period is defined as eighty (80) hours of work performed on ten (10) work days on a normal 10/80 work schedule or on nine (9) work days on a 9/80 flexible work schedule. Department heads shall set and adjust the work schedules for their employees, keeping in mind that there must be coverage during the office operation hours. An employee's schedule may be adjusted to meet the RCTC's needs.

Meal Periods - Department Heads are responsible for scheduling and requiring employees to take meal periods. Meals periods may be temporarily postponed to meet unexpected office operational requirements at the discretion of a First Line Supervisor in cooperation with a Department Head.

Employees who work at least five consecutive hours shall be afforded an unpaid meal period each work day. The meal period for full-time employees working on a flexible 9-80 work schedule shall be at least 30 minutes and for those working a 10-80 work schedule shall be 60 minutes.

Discretionary Breaks - Department heads may grant employees who work at least an eight-hour day a maximum of one paid 15-minute rest break before and one paid 15-minute rest break after the meal period.

Impermissible Use of Meal Period and/or Breaks

- The meal period and the discretionary break(s) must be used separately. Discretionary breaks may not be used to extend the lunch period.

- Neither the meal period nor the break(s) may be used to compensate for an employee's late arrival or early departure, or to cover time off for other purposes.
- Discretionary breaks shall not be accumulated and, when not taken, shall not be the basis for any additional pay or time off.

Alternative Work Schedule - The RCTC may, and has, implemented alternative work schedules that differ from the standard work week (typically a five-day, 40 hour per week schedule). The Executive Director has the authority to determine which positions may be on an alternative work schedule and to continue alternative work schedules.

Section 3.5 Unauthorized Absences

Any employee who is absent without authorization for three (3) consecutive working days shall be considered to have resigned from his or her position with RCTC by reason of abandonment. For purposes of this Section, an unauthorized 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 an employee due to an unauthorized absence of less than three (3) consecutive days.

Section 3.6 Overtime

It is the policy of RCTC to avoid overtime work whenever possible. Overtime work shall be used only to supply essential public services or perform necessary duties during emergencies or where performance of overtime work by existing employees is more economical than adding new employees by creation of new positions.

Hours worked over forty (40) hours in a workweek, by a non-exempt employee, will be designated as overtime.

A non-exempt employee of RCTC shall not work overtime without obtaining authorization for the overtime, prior to commencement of overtime, from the employee's First Line supervisor or department head. Employees of RCTC required to work overtime are compensated in accordance with the Fair Labor Standards Act (FLSA) at the rate of time and one-half for each hour of overtime worked. Holiday hours shall be considered hours worked for the purpose of overtime compensation. No other form of absence from work, such as sick leave, vacation leave, jury duty leave, etc. shall be considered hours of work for purposes of calculating overtime.

Employees of RCTC designated as exempt employees shall not be eligible for overtime pay. No RCTC employee shall be eligible for FLSA compensatory time, in lieu of overtime pay.

Section 3.7 Non-Exempt Employees

The official workweek for RCTC non-exempt employees shall be seven (7) consecutive days beginning on Friday, four hours after the workday begins. For non-exempt employees on a flexible work schedule, the scheduled Friday flex day must be consistently designated in order to avoid incurring any overtime obligation.

Section 3.8 Exempt Employees

The official workweek for exempt employees shall be the same as for non-exempt employees. Exempt employees shall account for all hours worked as well as for official hours away from work such as vacation, holiday leave and other absences. Hours worked in excess of eighty (80) hours per pay period shall be considered by the Executive Director when determining administrative leave grants pursuant to Section 5.6 at the end of the fiscal year.

Deleted: recorded for the purposes of determining administrative leave grants at the end of the fiscal year by the Executive Director.¶

Employees designated as either Professional/Administrative, or Executive/Supervisory, are not eligible for overtime pay or compensatory time. Employees occupying the following positions are considered to be exempt employees:

- Accounting and Human Resources Manager
- Accounting Supervisor
- Chief Financial Officer
- Clerk of the Board
- Deputy Executive Director
- Executive Assistant
- Executive Director
- Multimodal Services Director
- Project Delivery Director
- Project Development Director
- Regional Programs Director
- Program Manager
- Project Manager
- Property Administrator
- Senior Staff Analyst
- Staff Analyst

Deleted: Public Affairs Director¶

RCTC has established a pay system pursuant to principles of public accountability, under which exempt employees accrue vacation, administrative leave, sick leave, and holiday pay.

An exempt employee's pay may be reduced or exempt employee may be placed on leave without pay for absences for personal reasons because of illness or injury of less than one work day when such employee's accrued leave is not used because: (1) permission for its use has not been sought or has been sought and denied; (2) accrued leave has been exhausted; or (3) the employee chooses to use leave without pay.

Deductions from the pay of an exempt employee for absences due to a budget-required furlough shall not disqualify the employee from being paid on a salary basis except in the workweek in which the furlough occurs and for which the employee's pay is accordingly reduced.

Section 3.9 Compensation

New employees of RCTC shall normally be hired at the minimum level of the salary range assigned to the classification. In the event a potential employee possesses extraordinary skill, training or ability, or where exceptional recruitment difficulties are encountered, employment offers may be made at a higher rate whenever such would be in RCTC's best interest. Offers of employment at the minimum to middle step of the salary range may be made by the Director for Human Resources in cooperation with the hiring First Line Supervisor.

Deleted: Deputy Executive

Individuals hired shall be eligible for a merit salary increase upon completion of their probationary periods, and at twelve month intervals thereafter. A completed performance evaluation with a satisfactory or higher rating shall be required for all salary increase recommendations. If the probationary period for a probationary employee is extended, the employee shall be eligible for a merit salary increase upon successful completion of the probationary period.

Salary equity adjustments outside the normal merit salary increase may be made by the Executive Director to address issues such as internal salary compression, retention considerations, and classification parity. In these instances, equity adjustments may be approved to remedy a salary inequity. Equity adjustments are not granted to reward performance and must stay within the established pay range determined by the most recent compensation study. Justification must accompany requests for equity adjustments, including specific outside salary offers in cases of retention, or a specific analysis of salary relationships in cases of correcting salary inequities.

Section 3.10 Salary Review

On a biennial basis, or at interval period approved by the Executive Committee, the Director for Human Resources, under the direction of the Executive Director, shall review the salary range assigned to each position within RCTC and provides a written report of the review to the Executive Director. The Executive Director may make salary recommendations to the Executive Committee.

Deleted: Deputy Executive

Section 3.11 Performance Evaluations

It is the policy of RCTC to evaluate employee performance on a regularly scheduled basis. The performance evaluation shall normally be conducted by the employee's First Line supervisor and shall be discussed with the employee. The employee's First Line supervisor shall carefully consider each item of the performance evaluation in relation to the duties outlined in the employee's position description.

A performance evaluation shall be completed at the end of the initial probationary period and annually thereafter. It is the supervisor's responsibility to assure that the performance evaluation is completed and returned to the Executive Director and the Director for Human Resources for review prior to the completion of the employee's probationary period.

Deleted: Deputy Executive

Employees may be eligible for merit pay increases based on funding approved by the RCTC. The Executive Director, prior to the beginning of the fiscal year, will inform Management staff on the maximum level of increase that could be granted to employees. The amount of an employee's merit pay increase, if any, will be determined by the employee's First Line Supervisor in accordance with the employee's performance and based on the guidelines established by the RCTC.

Section 3.12 Service Awards

In order to recognize the contributions of long time RCTC employees, RCTC shall provide service awards to regular employees who have completed five years of consecutive service and on succeeding five-year anniversaries thereafter.

Service awards will be presented at regular RCTC meetings. Employees must have completed the appropriate years of service prior to the date of the awards ceremony to be eligible for the award. Presentation of service awards shall be made by the Chairperson of RCTC or a representative designated by the Chairperson.

Section 3.13 Safety

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

Section 3.14 Keys and Security Codes

Keys to RCTC facilities and related security access codes will be issued to employees as designated by the Clerk of the Board. Keys are the property of RCTC and shall be surrendered to RCTC upon termination of employment. Employees shall be required to immediately report lost or stolen keys and related security cards to the Clerk of the Board.

Section 3.15 Political Activity

Political activities undertaken by employees of RCTC, while on duty and/or on the premises of RCTC, are prohibited. In accordance with the California Government Code, the following is prohibited.

1. An employee of RCTC shall not, directly or indirectly, solicit political funds or contributions, knowingly, from other officers or employees of RCTC. (Government Code Section 3205)
2. No employee of RCTC shall engage in political activity during working hours. (Government Code Section 3207)
3. No signs, posters or other political advertising materials shall be posted upon RCTC property at any time.

Section 3.16 Outside Activities/Employment

Although RCTC recognizes the employee's right to engage in private and/or commercial activities or employment outside normal working hours, RCTC expects each employee to avoid those outside activities or employment which are a conflict of interest or which may potentially become a conflict of interest. Employees must have prior approval from their First Line Supervisor and Human Resources before securing additional employment.

Therefore, all employees interested in pursuing private and/or commercial activities outside normal working hours that have the potential for a conflict of interest shall be required to present a written explanation of such activities to the employee's supervisor for approval. If the supervisor recommends approval of the outside employment, he or she shall forward the documentation to Human Resources for consideration.

Section 3.17 Nepotism and Other Prohibited Employment

In order to assure efficiency in implementing policies of RCTC, it is necessary to restrict the employment of relatives of elected and appointed officers of RCTC. Therefore, the following restrictions will apply:

1. Relatives of the RCTC Executive Director, RCTC Legal Counsel and all elected officials who are Board members of RCTC shall not be eligible for RCTC employment in any capacity;
2. Members of the RCTC Board are ineligible for employment with the RCTC while serving on the RCTC and for one year after their service on the RCTC ends. This section shall not apply to a nonvoting board member appointed by the Governor after his or her service on the RCTC ends;
3. Relatives of RCTC employees shall not be employed in the same department of RCTC where such employment would be detrimental to the supervision, safety, security or morale of the department or RCTC, as determined by the Executive Director, nor shall any employee be placed in a position which exercises supervisory authority over a relative;
4. If two (2) RCTC employees become married or cohabitate and their employment conflicts with the provisions of this policy, they may continue employment provided that such employment does not directly or indirectly place an undue hardship on other employees within the particular work unit of the married couple and such employment is not detrimental to the supervision, safety, security or morale of the particular work unit as determined by the Executive Director;
5. 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 employment application.

Section 3.17.1 Non-Fraternization

RCTC desires to avoid misunderstandings, complaints of favoritism, possible claims of sexual harassment and the employee morale and dissension problems that can result from certain relationships between employees. Accordingly, employees are prohibited from fraternizing or becoming romantically involved with other employees when, in the opinion of RCTC, their personal relationships may create a potential conflict of interest, cause disruption, create a negative or unprofessional work environment, or present concerns regarding supervision, safety, security or morale.

All employees should also remember that RCTC maintains a strict policy against unlawful harassment of any kind, including sexual harassment.

Section 3.18 Demotion

RCTC may demote an employee whose ability to perform the required duties falls below standard or for disciplinary purposes.

Section 3.19 Suspension Without Pay

The Executive Director may suspend without pay an employee from a position at any time for a disciplinary purpose. Suspension without pay shall not exceed thirty (30) days, nor shall any employee be suspended without pay for more than thirty (30) days in any fiscal year.

Section 3.20 Termination of Probationary Employment

Probationary employees may be rejected without cause and without right of appeal at any time during a probationary period. Rejections shall be initiated by the appropriate Director and approved by the Executive Director prior to notifying the employee of termination action. The Director for Human Resources must be notified of any employee termination action. Rejected probationary employees shall no longer receive employee benefits except benefits accrued under PERS and benefits to which the employee is statutorily entitled. Rejected probationary employees shall not be eligible for prior notice of termination and shall receive payments due on the date of termination.

Deleted: Deputy Executive

Section 3.21 Discharge

RCTC may discharge regular employees for cause, including, but not limited to, inadequate job performance. All employees of RCTC shall be discharged in accordance with applicable provisions of this Manual. Employees discharged in accordance with this Manual shall no longer receive employee benefits except benefits accrued under PERS and benefits to which the employee is statutorily entitled. Discharged employees shall receive final compensation payments on the date of discharge.

Section 3.22 Resignation

Employees who wish to voluntarily terminate employment with RCTC shall provide a minimum of two weeks written notice to their immediate supervisor. The written resignation shall be considered accepted by RCTC immediately upon submission by the

employee and shall be forwarded to the Human Resources Department for processing. Requests to revoke a resignation shall be determined in the sole discretion of the Executive Director. Any employee failing to provide RCTC with a minimum of two weeks written notice of resignation shall be ineligible for consideration for future employment with RCTC. Final compensation will be paid within 72 hours of termination.

Section 3.23 Death of Employee

In the event of a death of a RCTC employee, payment of all earned wages due shall be in accordance with California law. The payment of benefits from insurance policies and other employee programs will be paid in accordance to the terms of the specified benefit policies and in accordance with state law.

SECTION 4 EMPLOYEE BENEFITS

Section 4.1 Benefit Plan

All regular and probationary employees shall be eligible to participate in the benefit plans and programs offered by RCTC and listed herein.

Section 4.2 Medical

RCTC will provide medical coverage through the PERS. RCTC shall pay the cost of medical insurance in the PERS at the rate approved by the Executive Committee.

Employees hired after January 1, 2007 must meet RCTC's vesting requirement to be eligible to receive health benefits paid by the RCTC at their retirement date. The employer contribution payable for post retirement health benefits for each retired employee in this category will be equal to the state's contribution regulated by government code section 22893. A minimum of 10 years of state service credit is required to receive 50% of the employer contribution, of which 5 of those 10 years of service must be performed at RCTC. Each additional service credit year after 10 years increases the employer contribution percentage by 5% until 20 years at which time the retiring employee is eligible for 100% of the employer contribution. Employees hired prior to January 1, 2007 are not required to meet the eligibility criteria. The employer contribution payable for post retirement health benefits for each retired employee in this category shall be at the rate paid for active employees.

Employees and their qualified dependents or beneficiaries, who lose their group health coverage and meet CalPERS' qualifying event requirements, may be eligible for Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) continuation coverage. COBRA coverage, eligibility, enrollment, costs, and duration as determined by CalPERS.

If an employee terminates employment with RCTC, the employee is entitled to continue participating in the RCTC group health plan for a prescribed period of time, usually 18 months. COBRA coverage is not extended to employees terminated for gross misconduct.

If a former employee chooses to continue group benefits under COBRA, the employee must pay the total applicable premium. Coverage will cease if the former employee fails to make premium payments as scheduled, becomes covered by another group plan that does not exclude pre-existing conditions or becomes eligible for Medicare.

For detailed information or questions on COBRA, employees are requested to check with the Human Resources Department.

Section 4.3 Short and Long Term Disability Insurance

RCTC shall provide short and long term disability insurance for regular employees. The premiums of regular and probationary employees are paid by RCTC. Regular and

probationary employees will be enrolled in the program at the time of hire and must remain in the program while employed by RCTC.

Short term disability insurance provides for no elimination period for disability due to accidental bodily injury and seven (7) day elimination period for disability due to illness or pregnancy. The maximum benefit equals 66 2/3% of the weekly pre-disability salary or \$1,777, whichever is less. Employees may use sick leave and vacation pay to supplement the disability benefit up to 100% of salary. The maximum benefit period is 180 days. A disability due to a job related injury would require Workers' Compensation insurance to be the primary insurance.

Long term disability insurance provides for a 180 day elimination period or the employee must exhaust available sick leave, whichever is longer. The maximum benefit equals 66 2/3% of the monthly pre-disability salary up to a maximum of \$10,000. Benefit amounts exceeding \$7,000 per month must receive medical underwriting and approval.

Section 4.4 Life Insurance

RCTC shall provide a one hundred thousand dollar (\$100,000) term life insurance policy for each regular and probationary employee. Life insurance is also provided to regular and probationary part-time employees and will be on a pro-rata basis based on the hours worked. Employees may be permitted to purchase, through payroll deduction, supplemental term life insurance.

RCTC shall provide these benefits subject to carrier requirements. Selection of the insurance provider(s) and the method of computing premiums shall be within the sole discretion of RCTC.

Section 4.5 Dental/Vision Program

RCTC shall provide dental and vision insurance for regular and probationary, full-time and part-time employees and their dependents. Employees and their dependents shall be entitled to benefits as provided by the insurance carrier.

Section 4.6 Retirement Program

All regular and probationary employees shall become members of the PERS on the effective date of employment. RCTC shall pay for the employee's and employer's contribution to PERS for those employees who were hired before the hire date of November 28, 2003. Employees hired on or after November 28, 2003 will be required to pay 1% of their salary as their partial payment toward the employee's contribution. Through contract with PERS, regular employees shall receive a 2.7% at 55 benefit. Retirement shall be based on the highest one year of compensation.

Section 4.7 401(a) Qualified Plan

All regular and probationary employees shall be enrolled in the 401(a) Qualified Plan. RCTC will contribute the equivalent of 7.5% of the employee's salary to the qualified

plan. Employees shall be enrolled in the program at the time of hire and are vested at a rate of 20 percent per year.

Section 4.8 457 Deferred Compensation

Regular and probationary employees of RCTC shall be eligible to enroll in the 457 deferred compensation plans offered by RCTC on the first day of employment. There is no employer contribution to the 457 deferred compensation plan. Employees are permitted to specify amounts to be deducted from the employee's paycheck for deposit to RCTC's deferred compensation carrier. Maximum contribution is in accordance to the amount set by the federal law.

Section 4.9 Workers' Compensation

RCTC shall provide workers' compensation benefits to all employees who suffer a work-related injury or illness. For an injury suffered by an employee while performing his or her duties, the employee will be placed immediately on workers' compensation. The employee must complete an Employee's Claim for Workers' Compensation Benefits (DWC Form 1) and submit it to the Human Resources Department. After receipt of the DWC Form 1, the Human Resources Department will complete the Employer's Report of Occupational Injury or Illness (SCIF 3067). Both forms shall be submitted to RCTC's Workers' Compensation carrier. It is the desire of RCTC to provide full benefits to the employee whenever possible, however, in no event shall the employee receive more salary and benefits than he or she would normally receive had the injury not occurred.

Section 4.10 Unemployment Insurance

Unemployment insurance shall be provided in accordance with the current state and federal laws.

Section 4.11 Continuation of Benefits Coverage

RCTC shall continue employer contributions to the employee benefit plan and to group life insurance programs of those regular employees placed on leave of absence with pay (excluding long-term disability) for the duration of the leave of absence with pay. Employee contributions to such programs shall be deducted from salary payments made to the employee during the paid leave of absence.

Regular employees of RCTC placed on leave of absence without pay may continue to participate in RCTC's benefit programs for the duration of the leave of absence. RCTC employer contributions to the benefit programs shall cease 5 days after the effective date of the leave of absence without pay. Regular employees placed on leave of absence without pay, who want to continue participation in the benefit programs, shall advise the Human Resources Department in writing of their intention to do so and shall submit a check for the cost of the applicable coverage to the Human Resources Department no later than the 10th day of the month preceding the month for which coverage is effective. The Executive Committee, however, may, in its sole discretion, agree to continue paying RCTC's contributions and begin paying the employee's contributions to the benefit programs, in whole or in part, during an unpaid leave of absence.

Once an employee begins to receive RCTC's Short and/or Long Term Disability benefits, employer contributions to the benefit program will cease after 12 weeks during the Short-Term Disability leave. After such time, the employee shall be required to cover both the employer's and employee's contributions if the employee chooses to continue any benefits.

Section 4.12 Education Reimbursement

Regular full-time employees of RCTC, who have completed at least 2,080 hours of consecutive service, shall be eligible for education reimbursement pursuant to this section. The RCTC will make available a maximum of \$25,000 per fiscal year for education reimbursement.

An employee may be reimbursed up to \$2,500 to cover education expenses incurred in any fiscal year. If total employee education reimbursement requests exceed available funding in a given fiscal year, reimbursement will be made on a first-come, first-served basis.

Requirements for education reimbursement are as follows:

1. Course is satisfactorily completed with a grade of "C" or higher;
2. Appropriate proof of successful completion is submitted to their First Line Supervisor and the Human Resources Department;
3. Course of instruction will enable the employee to perform his or her present duties more effectively, or will prepare them for future opportunities into which he or she could reasonably expect promotion or transfer at RCTC;
4. The hours of instruction for the course do not conflict with the employee's regularly scheduled work day;
5. The course of instruction must be presented by a technical school, vocational school, 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.

Employees shall be eligible for reimbursement of the following education expenses: tuition, textbooks, registration fees, and laboratory fees related to an approved course of instruction. Employees shall be limited to a maximum reimbursement of \$2,500 per employee per year.

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 this section.

Employees shall submit an Education Reimbursement Request to their First Line Supervisor for approval prior to registration for the course. The First Line Supervisor will

review the request for compliance with RCTC policies and either approve or disapprove the request. If the request is denied, the First Line supervisor will state the reason for denial. The supervisor shall forward the completed form to Human Resources for review to assure compliance with RCTC policy. One copy of the completed form, indicating the Executive Director's approval or disapproval, shall be forwarded to the employee.

Employees who successfully complete an approved course shall submit a request for reimbursement to Human Resources. The request must include receipts for all items for which the employee wishes to be reimbursed and a copy of the final grade report with a grade of "C" or higher.

RCTC expects employees who use the Education Reimbursement Program to continue as RCTC employees for at least two years after completion of the Program. Thus, as part of his or her Education Reimbursement Request, the employee shall agree that upon voluntary termination of employment within 24 months following receipt of an education reimbursement payment, there shall be a deduction from his or her final check as follows: the amount of the education reimbursement minus one twenty-fourth of the education reimbursement for each month of service following the receipt of the reimbursement.

Required education and/or training outside an employees' regular work hours shall be considered as hours worked. RCTC is responsible for all costs associated with required education and training.

Section 4.13 Employee Assistance Program

The RCTC shall provide an employee assistance program for its employees. The program will be provided through contract with the County of Riverside and/or another program provider. Refer to specific plan provisions for coverage benefits.

Employees shall use sick leave or vacation time, if the employee has no available sick leave time, for assessment consultations that are voluntary. For consultations that are obligatory and recommended by the employee's supervisor, no sick leave time or vacation time will be deducted.

The RCTC may change the program at any time.

Section 4.14 Flexible Reimbursement Plan

This plan allows employees to set aside pre-tax dollars to pay for unreimbursed health care and dependent care expenses. Employees will be able to pay for allowable expenses not covered by their medical plans as well as dependent care services with pre-tax dollars. Refer to plan enrollment package or contact the Human Resources Department for details.

Section 4.15 Employee Transportation Assistance

RCTC shall provide regular and probationary employees a monthly transportation assistance program up to the established limit under the Internal Revenue Code 1.132(f).

The program will reimburse employees for the purchase of public transportation tickets to and from work, and it will pay the county directly for van pool participation through the County's vehicle program, subject to the limitations noted above.

SECTION 5 LEAVE, VACATION AND HOLIDAYS

Section 5.1 Sick Leave

1. **Accrual and Accumulation.** Regular and probationary full-time employees of RCTC shall accrue four hours sick leave for each pay period completed. Regular and probationary part-time employees shall accrue sick leave on a pro-rata basis based on the proportional hours worked. Accumulated sick leave shall be available for use the first day following the payroll period in which it is earned.

Employees on sick leave shall continue to receive their regular pay and benefits.

Except as provided differently in RCTC policies, an employee who has exhausted his or her accumulated sick leave and who is unable to work due to illness or injury will be placed in a vacation status for the duration of the illness or injury, or until the employee has exhausted his or her accumulated vacation, whichever occurs first. If the employee has exhausted both sick leave and vacation leave accumulations, the employee may be placed on a leave without pay. In conjunction with an illness or injury, an employee may apply for short or long term disability insurance, as applicable.

2. **Use.** The following are considered appropriate uses of sick leave accrual; a paid absence from duty by an employee due to:
 - A. An employee's illness, injury, or disability that incapacitates the employee from performing his or her duties;
 - B. An employee who is personally undergoing medical, dental or optical treatment or examination may use sick leave accrual for the required time away from work;
 - C. An employee who, due to exposure to a contagious disease, is quarantined by an appropriate authority may use sick leave;
 - D. An employee compelled to be absent for reason of illness or injury or medical appointments and procedures, for dependents or parents may use sick leave;
 - E. **Bereavement Leave.** Sick leave may be used when a death occurs to an employee's relative.
3. **Minimum Charge.** The minimum charge against accumulated sick leave shall be fifteen (15) minutes.
4. **Notice of Illness.** On the first day of absence due to illness, an employee must notify their First Line or Second Line Supervisor of the intended absence at or before the start of the employee's scheduled workday. It is the responsibility of the employee to keep RCTC informed as to continued absence beyond the first day for reasons due to illness. Failure to make such notification may result in denial of

sick leave and may result in disciplinary action, up to and including discharge from employment.

5. **Illness During Vacation Leave.** Employees who become ill while on 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 employee's Supervisor.
6. **Other Employees.** Temporary employees shall not be eligible to accrue sick leave.
7. **Return from Sick Leave.** Employees who have been on sick leave for three days or more may be requested to present a statement signed by a licensed physician stating that the employee has been off from work due to illness or injury and is able to resume normal duties. RCTC reserves the right to require a physician's statement for absences of less than three days.
8. **Misuse of Sick Leave.** Evidence substantiating the abuse and misuse of the sick leave benefit shall result in denial of sick leave and may result in disciplinary action, up to and including discharge from employment.

Section 5.2 Sick Leave Time Cash Out/Conversion to Vacation

Employees of RCTC with five years of continuous service (10,400 hours of continuous service) may choose to convert part of their sick leave to vacation leave. Only that portion of accumulated sick leave hours that exceed 240 hours may be converted. An employee may choose to convert unused sick leave as follows:

1. Sick leave accrued in excess of 240 hours could be converted to vacation at a rate of 50% (i.e., one hour of vacation for two hours of sick leave in excess of 240);
2. The option to convert unused sick leave to payment under this provision may only be exercised by the employee once per year and must be accomplished by notifying the Accounting Department and the Human Resources Department of his or her intention by March 31 for use the next fiscal year. The provisions above shall be utilized for sick leave cash out.

For terminated employees, unused sick leave time shall be reported to PERS as information to be utilized in the computation of retirement benefits. Terminated employees with 5 years of continuous service may choose to convert sick leave accrued in excess of 240 hours to a cash payout at a rate of 50%. The remaining 240 hours shall be reported to CalPERS to be utilized in retirement benefit calculation.

Section 5.3 Holiday Leave

All regular and probationary employees of RCTC who are on the payroll the day before and day after a designated holiday shall be paid for said holiday. Full-time

employees shall receive eight (8) holiday pay hours for a holiday. Part-time employees shall receive holiday pay on a pro-rata basis. Temporary employees do not receive holiday benefits. The following holidays are observed by RCTC (the actual day of observance may be changed at the discretion of RCTC management):

1. New Year's Day
2. Dr. Martin Luther King, Jr. Day
3. Presidents' Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans' Day
8. Thanksgiving Day
9. Day After Thanksgiving Day
10. Day Before Christmas Day
11. Christmas Day
12. Day Before New Year's Day
13. Floating Holiday

Holidays which fall on a Saturday shall normally be observed on the preceding Friday. Holidays which fall on Sunday shall normally be observed on the following Monday. When a fixed holiday falls within a vacation period, the holiday shall not be charged against the employee's accumulated vacation benefits.

Exempt employees who work on a holiday shall be granted time for hours worked on a scheduled holiday and for hours worked in excess of 80 during a work period that includes a paid holiday. Such time shall accumulate in a holiday time bank and can be used like vacation. No employee shall accumulate more than eighty (80) hours of holiday time. Accrual of holiday time will cease once the employee's accumulated holiday hours equal eighty (80) hours. Accrual of holiday time will not recommence until an employee has used some holiday time and the accumulated holiday time has once again fallen below the maximum accumulation limit. The Executive Director has the discretion to authorize accumulated holiday time in excess of eighty (80) hours. The Executive Director shall provide payroll with a written notice of approval to accrue holiday time in excess of eighty (80) hours.

Non-exempt employees required to work on a holiday will receive eight hours of pay plus overtime.

Section 5.4 Vacation

Regular and probationary employees of RCTC shall be entitled to accrue annual vacation based on the length of continuous service with RCTC. Employees in part-time positions shall accrue, on a pro-rata basis, vacation leave for completed pay periods. Such vacation shall be available for use on the first day following the pay period in which it is accrued.

Each regular and probationary full-time employee will accrue, based on actual hours worked, on a pay period basis, the pay period equivalent of the applicable annual

number of hours of vacation, in accordance with the employee's record of continuous years of service, unless it is negotiated by the employee at the time of hire:

Continuous years of service	Bi-weekly accrual	Annual accrual	Maximum accrued balance
Hire date to completion of 3 rd year	3.08 hours	80 hours	160 hours
Beginning of 4 th year to completion of 9 th year	4.62 hours	120 hours	240 hours
Beginning of 10 th year and forward	6.16 hours	160 hours	320 hours

No full-time employee shall accumulate more vacation than twice the employee's annual accrual (for example, a full-time employee who accrues 120 hours per year cannot accumulate more than 240 hours of vacation). Accrual of vacation will cease once the employee's accumulated vacation hours equal the employee's maximum accumulation limit. Accrual of vacation will not recommence until an employee has used some vacation and the accumulated vacation has once again fallen below the maximum accumulation limit. Regular, part-time employees will accrue vacation on a pro-rated basis.

The Executive Director may approve continued vacation accrual in excess of the maximum accrued balance in the event that RCTC requires the presence of employees who are in danger of reaching the maximum accumulation limit. The approval will be contingent upon the employee providing a plan demonstrating the use of vacation hours after the needs of RCTC have been met.

Deleted: se

Temporary employees of RCTC shall not be eligible for vacation benefits.

Vacation may be taken in multiples of one quarter hour with the approval of the employee's immediate supervisor. Supervisors will only approve vacation for such time as will not impair the work schedule and efficiency of the department. Should employee vacation requests conflict with staffing requirements, the final determination for vacation approvals will be at the discretion of the First Line Supervisor in cooperation with the Department Head.

Section 5.5 Vacation Cash Out

Employees who have utilized at least 80 hours vacation during the previous fiscal year shall be permitted to cash out any accumulated vacation in excess of eighty (80) hours. This limitation on cashing out vacation is intended to encourage employees to take at least two weeks of vacation per year.

An employee requesting to cash out vacation who has met the requirements of a vacation cash out, must submit a written memorandum to the Accounting Department indicating the number of vacation hours for buyout in the next fiscal year. The memorandum must be submitted by March 31.

Accumulated vacation shall be paid upon termination of employment.

Section 5.6 Administrative Leave

The Executive Director may grant administrative leave to those exempt employees who performed authorized work in excess of a regular workday or on regularly scheduled days off. Administrative leave time shall be granted at the beginning of the fiscal year and must be used within the fiscal year. Administrative leave time may not be carried over to the following fiscal year. In the event that an employee separates from his or her employment with the RCTC, the employee shall be paid for any unused administrative leave for that year.

Section 5.7 Jury Duty Leave

Every regular and probationary employee, who is called or required to serve as a trial juror and upon notification and appropriate verification submitted to his/her supervisor, shall be entitled to be absent with pay from his/her duties with RCTC during the period of such service or while necessarily being present in court as a result of such call. Employees are expected to report to work during those normal working hours which the employee is not required to be present as a juror. Employees must submit evidence of jury duty to their supervisor. Any jury fees, excluding mileage, paid to the employee must be turned in to the RCTC Accounting Department. A temporary employee shall be entitled to retain jury fees, since he/she will not be paid as an employee for time not actually worked.

Section 5.8 Leave of Absence Without Pay

The Executive Director, at his/her discretion, may grant leave of absence without pay.

RCTC shall follow the regulations of the California Family Rights Act of 1993 (CFRA) and Family and Medical Leave Act of 1993 (FMLA).

In requesting leave of absence without pay, the employee must provide a written request specifying the period of time and reason for the requested leave to the Executive Director. The Executive Director may grant a leave of absence without pay up to 480 hours (12 weeks). The Executive Committee may, in its sole discretion, grant a leave of absence without pay of any length. Any leave of absence without pay shall be for a specified period and appropriate conditions may be imposed, such as, requiring the employee to provide sufficient medical documentation or any other evidence documenting the leave, as required by the Executive Director and/or the Executive Committee. Under normal circumstances, a personal leave of absence without pay shall not be granted until after an employee has exhausted all accumulated vacation.

An employee placed on leave of absence without pay shall not accrue, for the duration of the leave of absence without pay, credited service for salary review, vacation and sick leave accrual. Eligibility for salary review and vacation and sick leave accrual shall be extended by the number of days an employee has been on leave of absence without pay. Employees placed on leave of absence without pay shall be responsible for all health insurance premiums, life insurance premiums, short and long term disability premiums and other monthly benefit payments in accordance with the provisions of this Manual.

An employee on leave of absence without pay for illness or disability reasons will be required to present a return to work order releasing the employee to full duty signed by his/her attending physician, prior to being allowed to return to work. A release to return to less than full duty will be allowed only as an accommodation as required by the Americans with Disabilities Act and the California Fair Employment Housing Act. Upon expiration of a leave of absence without pay 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 of absence without pay to report promptly at its expiration, or within a reasonable time after notice to return to duty, shall be deemed to have resigned RCTC employment by reason of abandonment. The depositing in the United States mail of a first class letter, postage paid, addressed to the employee's last known address, shall be reasonable notice.

Section 5.9 Military Leave

RCTC shall grant military leave to fulfill a military service obligation in accordance with federal and state laws. Public employees are entitled to receive up to 180 days paid military leave per fiscal year. In order to be paid for military leave regular, part-time, and contract employees must have one year of employment with a public agency. The employee's military service can be counted toward the one year of public agency service. An employee granted military leave with pay shall receive all benefits related to employment that are granted when the employee is on pay status.

If the military leave extends beyond 30 days, the employee must submit a request for military leave. A copy of the military orders should be submitted to his or her First Line supervisor. The First Line supervisor shall submit the request and military order to the Human Resources Department for verification.

Any RCTC employee who has been on a leave of absence for military leave shall have such right to return, and only such right, as may be required by state and federal law in effect at the time the employee applies for reinstatement.

Section 5.10 Accrued Leave Donation Program

RCTC shall allow regular employees to donate accrued, unused sick leave, vacation, administrative, and/or holiday balances to other regular and probationary employees who have exhausted all accrued sick leave, vacation, administrative, and holiday balances and who meet the specified criteria.

The program shall permit RCTC regular employees to donate sick leave, vacation, administrative, and/or holiday balances to fellow regular and probationary employees who have a serious medical hardship, to include temporary disability resulting from pregnancy, miscarriage, or childbirth or a catastrophic illness or injury that poses a threat to life and requires inpatient, hospice, or residential health care. An employee's need may arise from his or her own serious medical hardship or catastrophic illness or from his or her need to care for a relative who has a serious medical hardship or catastrophic illness. This program is not intended to cover an employee that has a common illness or injury.

Section 5.10.1 Criteria to Receive Accrued Leave Donation

To be eligible, an employee:

- A. must have exhausted all forms of paid leave; i.e., sick leave, vacation, administrative, and holiday balances;
- B. must suffer from a serious medical hardship or a catastrophic illness or injury which requires inpatient, hospice or residential health care;
- C. need to care for a relative who has a serious medical hardship or catastrophic illness;
- D. must complete an application for use of donation leave within five (5) working days after all paid leave time has been exhausted. (In the event the employee is not capable of doing so, the employee's immediate supervisor may act on his or her behalf); and
- E. must present a physician's statement verifying the severity of the serious medical illness, injury, or condition.

Section 5.10.2 Donation of Leave

An employee who has unused sick leave, vacation, administrative, or holiday hours may donate up to 40 hours per fiscal year to eligible employees. Donations in excess of 40 hours require written approval from the Executive Director. An employee desiring to donate sick leave, vacation, administrative, and/or holiday balances shall complete a Leave Donation Form which specifies the number of hours to be donated and the name of the employee to whom the hours are to be donated. All donations of sick leave, vacation, administrative, and/or holiday balances shall be voluntary, and no employee shall coerce, intimidate, threaten, or financially induce another employee to donate hours. Any donated accrued leave which is not used by the recipient employee during the occurrence for which it was donated shall be returned to the donor employees on a prorated basis based on the hours of sick leave, vacation, administrative, and holiday balances donated to the recipient employee by all donor employees, and any returned donated accrued leave shall be reinstated to the appropriate balance of each donor employee.

Section 5.10.3 Receipt of Leave

An employee who meets the criteria may receive up to a maximum 12 weeks (480 hours) donated leave time by submitting the appropriate forms to the Executive Director. If approved by the Executive Director, employees will be paid at their current pay rate, not the rate of the donor employee. The employee will not be eligible to continue to accrue sick leave, vacation, administrative, and holiday hours. RCTC sponsored benefits, which include medical, dental, vision, and life insurance will continue for the employee until the last working day of the month that the donated leave is available.

Deleted: Deputy

Deleted: Deputy

If the donated leave is supplementing short-term disability or worker's compensation benefits, in no circumstances shall the donated leave result in the employee receiving in excess of 100% of his or her current salary.

Section 5.10.4 Denial of Leave

In the event the employee is denied donation leave, the employee may submit a written appeal to the Executive Director within ten (10) working days of receiving the denial. A written response shall be issued within ten (10) working days from the date of written request.

SECTION 6 PART-TIME AND TEMPORARY EMPLOYEES

Section 6.1 Regular Part-time Employees

Employees of RCTC designated as regular and probationary part-time employees shall be compensated on an hourly basis as specified by the position classification in which they are assigned. Such regular and probationary part-time employees shall accrue holidays, vacation, and sick leave and receive other benefits as provided in this Manual on a pro-rata basis.

Part-time employees shall receive performance evaluations in accordance with Section 3.11 of this Manual. Part-time employees shall receive compensation in accordance with Section 3.9 of this Manual.

Section 6.2 Temporary Employees

Employees of RCTC designated as temporary employees shall be compensated on an hourly basis as specified at the time of hire. Such employees shall not be eligible for participation in any benefit program established by RCTC, except as required by State and/or Federal Law. Such employees shall not be eligible for merit or other pay increases and will not receive performance evaluations.

Such employment may be terminated at any time without cause or prior notice to the employee and without recourse to the grievance procedure or any other appeal right.

SECTION 7 GRIEVANCE PROCEDURE

Section 7.1 Policy

RCTC has established a grievance procedure. Grievances are defined in Section 1.8 of this Manual. The following complaints or disputes are not grievable: the content of a performance evaluation, a denial of a merit pay increase, employee classification, disciplinary action, rejection from probation, and termination of a seasonal, temporary, or casual employee.

Employees of the RCTC who pursue grievances according to the provisions of RCTC Grievance Policy and Procedure shall be free from harassment by fellow employees, supervisors and RCTC administration. The mere utilization of the grievance process shall in no way affect an employee's present or future employment status.

Section 7.2 Steps in the Grievance Procedure

The steps of the grievance procedure are as follows:

- 7.2.1 Step 1 – An employee must discuss a grievance with his or her First Line supervisor, or their second-line supervisor in the event that the employee's problem is with their First Line supervisor. This discussion must occur within five (5) working days of the occurrence of the event giving rise to the grievance. The appropriate supervisor will attempt to resolve the matter and will, within a reasonable period of time, notify the employee of the Step 1 decision.
- 7.2.2 Step 2 - If the employee is not satisfied with the Step 1 decision, the employee may, within five (5) working days of receiving the Step 1 decision, submit the grievance in writing to the appropriate Director for review. The written grievance must set forth the specific section of this Manual that has been violated, must state the facts upon which the grievance is based, must indicate who has knowledge of the relevant facts, must state that Step 1 of the grievance procedure has been completed, and must indicate the specific relief the employee is requesting. The Executive Director, or his/her designee, shall make such investigation of the facts and issues as is warranted under the circumstances and shall make a determination within five (5) working days of the timely receipt of the written Step 2 grievance. The written Step 2 decision shall be provided to the grievant.
- 7.2.3 Step 3 - If the employee is not satisfied with the Step 2 decision, the employee may, within five (5) working days of receiving the Step 2 decision, request that the grievance be reviewed by the RCTC Executive Committee. To request such review, the grievant should submit a written request for Step 3 review to the Director for Human Resources.

Deleted: Deputy Executive

The Executive Committee, or its designee(s), shall make such investigation of the facts and issues as is warranted under the circumstances and shall make a determination. The written Step 3 decision shall be provided to the grievant.

The Step 3 review may involve a meeting between the employee, the Executive Director and the Executive Committee, or its designee(s). At such meeting, if any, discussion shall be limited to the issues raised in the initial written grievance and an earnest effort shall be made to resolve the problem.

If the parties fail to resolve the grievance, Executive Committee, or its designee(s), shall make a final and binding determination of the grievance.

- 7.2.4 If the employee fails to comply with any time limit specified above, the grievant shall have accepted the RCTC's decision on the matter. If RCTC fails to comply with any time limit specified above, the grievant may move the grievance to the next step in the procedure. The parties by mutual agreement can extend any time limit set forth in the grievance procedure.

SECTION 8 EMPLOYEE CONDUCT AND DISCIPLINE

Section 8.1 Forms of Discipline

The Executive Director, with good cause for such action, shall have the right to impose major discipline and demote, discharge, reduce in pay, or suspend without pay an employee. Minor discipline can be imposed by First Line Supervisors in cooperation with the appropriate Director and Human Resources.

8.1.1 Good Cause for Discipline – Any of the following examples of performance or behavior shall constitute good cause for discipline. This listing is representative only and does not exhaust all possible situations where disciplinary action may be imposed:

- (1) Dishonesty;
- (2) Incompetence;
- (3) Unsatisfactory performance or negligence in job performance;
- (4) Insubordination, including actions that involve resistance to, defiance of, or refusal to carry out a supervisor's lawful order,
- (5) Absence without leave;
- (6) Discourteous treatment of the public or other employees;
- (7) Falsification of RCTC records and documents including, but not limited to, employment material.

8.1.2 Categories of Discipline – Major discipline consist of a suspension without pay of six (6) or more days, demotion, and reduction in pay of one (1) month or more, or discharge. Any other form of discipline is considered to be minor discipline.

Section 8.2 Predisciplinary Process

8.2.1 Notice of Proposed Disciplinary Action

Prior to the imposition of disciplinary action, regular employees shall be presented with a written Notice of Proposed Disciplinary Action informing the employee of his/her right to a pre-disciplinary meeting.

- (1) The Notice of Proposed Disciplinary Action shall include:
 1. A description of the discipline proposed;
 2. A statement of the reasons the action has been proposed, which shall include a brief description of the facts upon which the proposed action is based and a statement of any rules, regulations, laws, etc. that were violated. Additionally, if applicable, a list of any previous disciplinary actions, counseling evaluations or other relevant actions taken against the employee;

3. A copy of any documents relied upon in proposing the disciplinary action; and
4. A statement advising the employee that he/she has the right to respond to the Executive Director, or his/her designee, regarding the proposed disciplinary action, orally or in writing, before a final decision is made on the proposed disciplinary action. This part of the Notice of Proposed Disciplinary Action shall include the name of the person to whom the response, if any, can be made. Moreover, the Notice shall include a statement notifying the employee that he or she has only five (5) working days from the date of receipt of the Notice to respond in writing or to request a meeting to make an oral response;
5. Upon a showing of good cause, the Executive Director, or his/her designee, may extend the time for response;
6. In responding, either orally or in writing, the employee may designate a representative to assist in the presentation of the response.

(2) Response to Notice

1. In the event that the employee chooses to respond orally, the employee must, within the period given to respond, make an appointment, and meet with the Executive Director or his/her designee.
2. During this meeting the employee, or the employee's representative, may present any reasons why the employee feels that the proposed action is not proper. The Executive Director or his/her designee shall listen to the employee's presentation, but shall not present any evidence on behalf of RCTC, nor shall either party present any witnesses for examination.
3. A written response must be received in the office of the Executive Director, or his or her designee, no later than 4:00 p.m. on the due date.
4. Failure by the employee, or the employee's representative, to respond to the Notice of Proposed Disciplinary Action within the period allowed shall forfeit the right to respond to the Notice of Proposed Disciplinary Action.

- (3) If a timely oral or written response is received, the Executive Director, or his/her designee, shall take the employee's response into consideration and shall make a determination as to whether or not the proposed disciplinary action, a lesser form of discipline, or no disciplinary action shall be taken.
- (4) After completion of the predisciplinary process, the Executive Director, or his or her designee, may direct that any approved discipline take effect and establish the effective date of such approved discipline. Such imposition of discipline shall be effected by the preparation of a Notice of Discipline that informs the employee of the discipline imposed, the justification for the discipline, and any appeal rights applicable to the discipline. The Notice of Discipline should include a copy of any documents relied upon in imposing the discipline.

8.2.2 No Appeal of Minor Discipline.

In the case of minor discipline, no right of appeal is provided.

8.2.3 Right to Appeal Major Discipline.

- (1) A regular employee shall have the right to appeal a major disciplinary action.
- (2) Requests for appeal shall be made in writing, signed by the employee and filed with the Director responsible for Human Resources within ten (10) working days of receipt of the Notice of Discipline.
- (3) Following receipt of a timely appeal of major discipline, the RCTC Executive Committee will determine whether the appeal will be heard by a hearing officer, an Ad Hoc Committee of the Executive Committee, or by the Executive Committee.
- (4) The Human Resources Department shall notify the employee and the Executive Director or other employee from whose action the appeal is being taken of the date, time and place of the hearing and shall publicly post at such places as the RCTC Executive Committee shall prescribe, a notice of the date, time and place of the hearing.
- (5) Hearings shall be closed unless an open hearing is requested by the employee filing the appeal.
- (6) Hearings shall be recorded by a court reporter. The court reporter shall prepare a hearing record.

Deleted: Deputy Executive

- (7) The employee shall appear personally at the hearing and may be represented by counsel of his/her choice, at no cost to the RCTC. In the event that the employee fails to personally appear at the hearing, the employee shall forfeit his or her right to appeal.
- (8) All witnesses to be heard at the hearing shall testify under oath. The hearing shall not be conducted according to technical rules relating to evidence and witnesses, except as hereinafter provided. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to relying on in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions. Hearsay evidence may be admitted but it may not be the sole basis upon which a finding is made.
- (9) Upon conclusion of a hearing not conducted by the RCTC Executive Committee, the hearing officer or the Ad Hoc Committee of the RCTC Executive Committee, as applicable, shall cause findings and recommendations to be prepared in writing and shall certify the same to the RCTC Executive Committee.
- (10) The ~~Director responsible for Human Resources~~ shall deliver a certified copy of such findings and recommendations of the Hearing Officer, or Ad Hoc Committee of the RCTC Executive Committee to the RCTC Executive Committee and to any other officer or employee affected by such findings and recommendations or from whose action the appeal was taken.
- (11) After conducting the hearing itself or after considering the findings, recommendations, and hearing record of the hearing officer or Ad Hoc Committee, the RCTC Executive Committee shall issue its findings and decision. The Executive Committee may only approve or disapprove the discipline that was imposed by the Executive Director, or his or her designee. The appeal decision issued by the RCTC Executive Committee shall be final.

Deleted: Deputy Executive

SECTION 9 LAYOFF POLICY AND PROCEDURE

Section 9.1 Statement of Intent

The RCTC is committed to the retaining, retraining, and development of its regular employees to provide job security and career progress, and to maintaining a skilled and stable working environment. The following guide the application of this policy:

- The provision of reasonable job security to regular employees;
- Whenever possible, to mitigate adverse effects of organizational restructuring through the retention, retraining and development of regular employees;
- Fair treatment of employees during organizational restructuring.

The RCTC recognizes that in some circumstances work force reduction becomes necessary and is unavoidable. Some of the circumstances may include the following:

- Lack of work;
- Discontinuance of a function;
- Budgetary constraints;
- Specific actions approved by the RCTC Governing Board.

Section 9.2 Guidelines

1. When it is necessary to reduce the work force, every reasonable effort shall be made to retrain employees by placing them in vacant positions in the RCTC for which they are qualified.
2. Layoffs of regular full-time and part-time employees shall be based on skill, ability and performance history. Where skill, ability and performance history are substantially equal, seniority based on date of hire shall determine the order of layoff.
3. No regular employee shall be laid off in any job classification if there are consultants, probationary or temporary employees in an active status in the same job classification within the RCTC.
4. A strategy shall be developed aimed at retention of employees in order to mitigate the impact of deletion of positions. The strategy shall:
 - A. Identify vacant positions and retraining opportunities within the RCTC;
 - B. Identify the employees who are eligible to participate in the retraining program;
 - C. Identify opportunities that may be available to affected employees.
5. The Executive Director shall provide a report to the Executive Committee. The report shall include:
 - A. the list of affected employees;

- B. reasons that positions were deleted or reorganized;
 - C. the strategy plan that include the number of employees who chose to exercise a layoff option rather than seeking retraining; and
 - D. confirmation that all reasonable options that would have allowed for the employee to be retained were explored.
6. The layoff process shall not consider an employee's performance or conduct in determining which employees are laid off.

Section 9.3 Reporting and Communication Requirements

1. When it is determined that positions will be deleted, departmental management personnel shall, as soon as possible, meet with the employees who may be affected. Those employees will be advised of the time frame in which their positions will be deleted or reorganized.
2. At the meeting, the employee(s) shall receive a written notice of layoff.
3. The meeting and written official notice shall be at least twenty (20) working days prior to the effective date of the layoff. The official notice shall include:
 - Reason(s) for the layoff;
 - Effective date of the action;
 - Reason for being laid off out of seniority order;
 - Option for placement on Reinstatement List;
 - Options to demote or retrain;
 - Requirement to notify the RCTC of an address change.

Section 9.4 Voluntary Demotion

An employee who has received a notice of the layoff and has previously held regular status in another lower or equal job class shall, upon request, be given a transfer or demotion to such other classification, in lieu of layoff unless such an action cannot be accomplished because it displaces an employee with higher seniority. The request for the transfer or demotion must be submitted within seven days of receiving the written notice of layoff. The employee who elected demotion shall be placed at the step of the lower class, to which he or she was demoted, that is nearest to, without exceeding, his or her current salary.

Section 9.5 Reinstatement

Reinstatement is defined as recall by the RCTC into a regular position, from the reinstatement list.

1. Regular employees affected by the layoff shall be placed on a reinstatement list for the class of job from which they were laid off or demoted.
2. Any vacancy to be filled shall be offered, in order of seniority, for the classification to be filled.
3. The employee's name shall be removed from the reinstatement list, for specific classification, for any of the following reasons:

- The expiration of two (2) years from the date of placement on the list;
 - Failure to contact RCTC within seven (7) days of RCTC's mailing of a first class letter notifying the former employee of availability of employment. It is responsibility of the former employee to notify the RCTC of an address change;
 - Request in writing to be removed from the list.
4. An employee reinstated by the RCTC shall have:
- Their sick leave credited to his or her account as of the date of the layoff;
 - Continue his or her seniority;
 - Credit for all service prior to layoff for the purposes of determining accrual of vacation leave;
 - Be placed on the salary range at a step nearest, without exceeding, to his or her former or current pay rate, whichever is higher.
5. Outside of the Reinstatement Policy, the RCTC may elect to offer laid off employees, in order of seniority, a temporary position for not less than 30 days and not more than 480 hours within a six-month period. If an employee accepts such a temporary position, it will have no affect on his/her status on a reinstatement list.

SECTION 10 REPORTS AND RECORD KEEPING

Section 10.1 Personnel Files

The Human Resources Department shall maintain a personnel record for each employee in the service of RCTC 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.

Section 10.2 Change of Status Report

Every appointment, transfer, promotion, demotion, change of salary rate, change of address or any other temporary or permanent change in status of employees shall be reported to the Human Resources Department.

Section 10.3 Personnel Action Form

A personnel action form shall be completed for each employee hired, appointed, promoted, demoted, transferred, disciplined, and terminated by RCTC. The personnel action form shall include all employee information including benefit selection information. A copy of the personnel action form shall be included in the employee's personnel file. No personnel action form is effective unless it is approved by the Executive Director.

Section 10.4 Time Cards

All RCTC employees shall be required to complete and sign a time card recording all hours worked, vacation, sick leave, administrative leave, etc. Time cards shall be signed by the employee's first-line supervisor and forwarded to the Payroll Department no later than 12 noon on the next day following the end of the pay period.

Section 10.5 Records Review and Access

Access to employee records is restricted to the following:

1. Human Resources Department employees with a business need-to-know;
2. The immediate supervisor of an individual employee with a business need-to-know;
3. The Executive Director with a business need-to-know.

Section 10.6 Employee Access

An employee may, in the presence of a Human Resources Department representative, examine his or her personnel records periodically. An employee has the right to ask for a correction or a deletion, or write a statement of disagreement with any item in the file. The employee may not, however, remove any item from the file.

Section 10.7 Disclosure of Employee Information

All requests, whether written or oral, for information about a current, retired or

terminated employee must be referred to the Director responsible for Human Resources. No one other than the Director responsible for Human Resources will respond to any such requests. Information will be given to duly authorized requests from law enforcement agencies presenting summons, subpoena and judicial orders.

Deleted: Deputy Executive

Deleted: Deputy Executive

Section 10.8 Protection of Confidentiality

Privacy of employee records refers to the collection, use, access, dissemination, retention and confidentiality of data maintained on employees. RCTC has a commitment to the privacy of personal information kept in its personnel records.

SECTION 11 HARASSMENT-FREE WORKPLACE POLICY

Section 11.1 General Provisions

Section 11.1.1 Purpose

The purpose of this Harassment-Free Workplace Policy (Policy) is to ensure that all employees, contract workers, volunteers, and commissioners are aware of their rights and responsibilities with regard to the prevention of harassment in the workplace, and that the RCTC workplace is free from harassment.

Section 11.1.2 Prior Policies Repealed

In the event that the terms and provisions of this Policy are inconsistent or in conflict with the terms and provisions of any prior RCTC personnel policy and procedures, resolutions, rules and regulations governing the same subject, the terms of this Policy shall prevail and such inconsistent or conflicting provisions or prior resolutions, rules and regulations are hereby repealed.

Section 11.1.3 Term of Policy

This Policy takes effect when adopted by the RCTC. The Policy shall remain in effect unless repealed, in whole or part, by the RCTC. Notwithstanding the foregoing, the RCTC's Executive Committee may, in its sole discretion, add to, delete or otherwise modify this Policy.

Section 11.1.4 Violation of Policy

Violation of the provisions of this Policy by an employee may subject the employee to disciplinary action, up to and including discharge from employment. Violation of the provisions of this Policy by any person who is not an RCTC employee may subject that person to appropriate administrative action.

Section 11.1.5 Distribution of Policy

A copy of this Policy shall be distributed to each employee, contract worker, volunteer, and commissioner.

Section 11.2 Harassment-Free Environment

All employees are entitled to a work environment free from harassment. Discriminatory treatment occurs when an individual uses a protected class as a basis for an adverse employment action or decision. Behavior constitutes harassment when it is unwelcome and unsolicited, offends or otherwise causes distress, and is undertaken because of an individual's protected status.

Harassment creates a negative atmosphere that reduces work productivity and morale, undermines the integrity of the workplace, and destroys professionalism. Harassment includes any unwelcome unsolicited and/or unwanted behavior towards

coworkers, subordinates, supervisors, or volunteers, which offends, humiliates, embarrasses, intimidates, or otherwise causes distress because of a person's race, color, creed, religion, sex, national origin, age (40 or older), disability, marital status, ancestry, medical condition (e.g., AIDS/HIV, history of cancer), pregnancy, and sexual orientation. Examples include: the use of derogatory comments, slurs, jokes, pictures, cartoons, or posters.

Section 11.2.7 Good Faith Employment Actions

Good faith employment actions do not constitute harassment. Thus, good faith personnel actions taken by a supervisor or manager, such as: offering constructive feedback or criticism, holding employees accountable, and providing discipline, where appropriate, do not constitute, and should not be mistaken for, harassment or retaliation. Such actions are intended to enhance workplace productivity and/or address work performance, and are within the responsibilities and obligations of RCTC supervisors and managers.

Section 11.2.8 Response to Harassment Allegations

RCTC has a prompt response policy on allegations of harassment. Thus, every report of an alleged incident of harassment in the workplace will be subjected to appropriate investigation. The result of such investigative action may range from informal counseling to disciplinary action for employees, up to and including discharge from employment, the first time they engage in such inappropriate behavior. Prior incidents of harassment may be considered when assessing the facts and circumstances of a later complaint. The result of such investigation may result in administrative action affecting a non-employee's relationship with the RCTC.

Section 11.2.9 Support of Policy

Every employee, volunteer, and commissioner is expected to support and enforce this Policy. Supervisors and managers who observe or know of a harassing situation, and who fail to take corrective action, may be disciplined even if the harassment did not take place in their work unit.

Section 11.3 Sexual Harassment

Section 11.3.1 Sexual Harassment

Sexual harassment is a particular form of harassment, which is most prevalent in workplaces, that creates an offensive working environment. Sexual harassment is unprofessional and not supportive of a high performing work environment. With regard to sexual harassment, as with other forms of harassment, the RCTC has a prompt response policy on all allegations of harassment.

Section 11.3.2 Sexual Harassment Defined

- A. Harassment may consist of offensive verbal, physical, or visual conduct when such conduct is based on or related to an individual's sex,

Submission to the offensive conduct is an explicit or implicit term or condition of employment; and

Submission to or rejection of the offensive conduct forms the basis for an employment decision affecting the employee; or

The offensive conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creates an intimidating, hostile, or offensive working environment.

- B. Sexually harassing conduct can occur between people of the same or opposite sex. Sexual harassment can occur between peers, supervisor to subordinate, subordinate to supervisor, member of the governing body or the public to employee, and within or across department lines.
- C. Written examples of sexual harassment may include letters, e-mails, notes, and invitations, which may be perceived as suggestive or obscene.
- D. Examples of what may constitute prohibited harassment include, but are not limited to, the following:
 - Kidding or joking about sex;
 - Recounting one's sexual exploits;
 - Starting or spreading rumors about the sex life of an employee;
 - Hugs, pats, touching, massaging, and similar physical contact;
 - Assault, impeding or blocking movement, or any physical interference with normal work or movement;
 - Revealing parts of the body when such exposure violates common decency;
 - Sexually suggestive or explicit gestures;
 - Cartoons, posters, and other materials referring to sex;
 - Threats intended to induce sexual favors;
 - Continued suggestions or invitations to social events outside the workplace after being told such suggestions are unwelcome;
 - Degrading words or offensive terms of a sexual nature;
 - Prolonged staring or leering at a person.

Section 11.3.3 Policy is Broader than Law

Although actions may not rise to the level of a violation of law, they may still violate this Policy.

Section 11.3.4 Performance Evaluations

Job performance evaluations for supervisors and managers should include a review of their support of this Policy.

Section 11.4 Violation Reporting

Section 11.4.1 Reporting a Violation to RCTC

Any employee who believes this Policy is being violated should immediately bring the matter to the attention of any of the individuals or offices listed below:

- Human Resources Manager
- Deputy Executive Director
- Executive Director

A potential violation involving the Executive Director should be immediately reported to the Human Resources Manager or Deputy Executive Director. The Human Resources Manager or Deputy Executive Director will immediately consult the Commission Chairperson.

Section 11.4.2 Reporting a Violation to External Agencies

In addition to the internal reporting procedure, an employee may file a complaint directly with the following external agencies:

- State of California Department of Fair Employment and Housing (DFEH) as listed in the State Government Offices pages of the telephone directory;
- Federal Equal Employment Opportunity Commission (EEOC) as listed under "Discrimination" in the United States Government pages of the telephone directory.

Section 11.4.3 Confidentiality

When responding to a report of a Policy violation, RCTC will make a reasonable effort to protect the privacy of the individuals involved. However, anonymity and complete confidentiality cannot be guaranteed once a complaint is made, or when inappropriate behavior is made known. While an individual's expressed desire regarding confidentiality will be seriously considered, those wishes must be weighed against the responsibility of the RCTC to investigate possible violations of this Policy and to take corrective and preventive action where appropriate. Information pertaining to complaints will be maintained in confidence to the fullest extent of the law.

Section 11.5 Retaliation

Section 11.5.1 Retaliation Prohibited

Retaliation toward an employee for reporting an alleged violation of this Policy or for participating in an investigation regarding violations of this Policy is unlawful and will not be tolerated. Supervisors and managers are reminded that employees have a right and obligation to report what they believe is a violation of this Policy. Thus, RCTC will not tolerate harassment of employees for fulfilling their obligations under this Policy. Moreover, even subtle retaliation will not be permitted. Such retaliation may include: a change in work assignment or location, uncharacteristically denying leave requests, uncooperativeness toward the person who is the object of the retaliation, unsupported discipline, etc.

SECTION 12 VIOLENCE IN THE WORKPLACE POLICY

Section 12.1 General Provisions

Section 12.1.1 Purpose

The purpose of this Violence in the Workplace Policy (Policy) is to ensure that all employees, contract workers, volunteers, and commissioners are aware of their rights and responsibilities with regard to the prevention of violence in the workplace, and that the RCTC workplace is free from violence.

Section 12.1.2 Prior Policies Repealed

In the event that the terms and provisions of this Policy are inconsistent or in conflict with the terms and provisions of any prior RCTC personnel policy and procedures, resolutions, rules and regulations governing the same subject, the terms of this Policy shall prevail and such inconsistent or conflicting provisions or prior resolutions, rules and regulations are hereby repealed.

Section 12.1.3 Term of Policy

This Policy takes effect when adopted by the RCTC. The Policy shall remain in effect unless repealed, in whole or part, by the RCTC. Notwithstanding the foregoing, the RCTC's Executive Committee may, in its sole discretion, add to, delete or otherwise modify this Policy.

Section 12.1.4 Distribution of Policy

A copy of this Policy shall be distributed to each employee, contract worker, volunteer, and commissioner.

Section 12.1.5 Support of Policy

Every employee, volunteer, and commissioner is expected to support and enforce this Policy.

Section 12.2 Zero Tolerance

Section 12.2.1 Violence-Free Environment

RCTC is strongly committed to ensuring the safety of all its employees and has adopted a "Zero Tolerance Policy" for workplace violence. Consistent with this policy, threats or acts of physical violence, including intimidation, harassment and/or coercion which involves or affects RCTC employees will not be tolerated.

Section 12.3 Acts or Threats of Violence

Section 12.3.1 Acts or Threats of Violence Defined:

“Threats or acts of violence” include conduct against persons or property that is sufficiently severe, offensive, or intimidating to alter the employment conditions, or to create a hostile, abusive, or intimidating work environment for an employee of RCTC. Although RCTC has a strong commitment to customer service, RCTC does not intend for employees to be subjected to verbal or physical abuse.

Section 12.3.2 Prohibited Conduct

General examples of prohibited workplace violence include, but are not limited to:

- A. Hitting, shoving or otherwise assaulting an individual;
- B. Threatening to harm an individual or his/her family, friends, associates or their property;
- C. Possession of firearms, weapons, or any other dangerous devices on RCTC premises or in RCTC's owned or operated vehicles;
- D. Making harassing or threatening telephone calls, letters or other forms of written or electronic communications;
- E. Intimidating or attempting to coerce an employee to do wrongful acts that would affect the business interests of RCTC;
- F. Harassing surveillance or stalking, which is engaging in a pattern of conduct with the intent to follow, alarm, or harass another individual, that presents a credible threat to the individual and causes that individual to fear for his/her safety or the safety of his/her immediate family;
- G. Making a suggestion or otherwise intimating that an act to injure persons or property is appropriate behavior.

Section 12.4 Reporting Procedure

Section 12.4.1 Reporting a Violation

An employee who believes that he/she has been the victim of workplace related violence or a threat of workplace related violence shall immediately report such to his/her supervisor or to a supervisory or management level employee if the immediate supervisor is not available. Any employee who has knowledge of an incident of workplace related violence or a threat of workplace related violence must immediately report it to his or her immediate supervisor or any other supervisory or management level employee.

Even without an actual threat, employees should report any behavior they have witnessed which they regard as threatening or violent, when that behavior is job related or might be carried out on an RCTC controlled site.

Section 12.4.2 Response to Allegations

Every report of an alleged incident of violence in the workplace will be subjected to appropriate investigation. The result of such investigative action may range from informal counseling to disciplinary action for employees, up to and including discharge from employment, the first time they engage in such inappropriate behavior. The result of such investigation may result in administrative action affecting a non-employee's relationship with the RCTC.

RCTC may also seek a temporary restraining order or injunction on behalf of its employees if the situation warrants such action.

Section 12.5 Disciplinary Action

Section 12.5.1 Violation of Policy

Violation of the provisions of this Policy by an employee may subject the employee to disciplinary action, up to and including discharge from employment. Violation of the provisions of this Policy by any person who is not an RCTC employee may subject that person to appropriate legal or administrative action as appropriate.

Section 12.6 Retaliation

Section 12.6.1 Retaliation Prohibited

Retaliation toward an employee for reporting an alleged violation of this Policy, furnishing information, or for participating in any manner in an investigation regarding violations of this Policy is prohibited and will not be tolerated.

Section 12.7 Training

Section 12.7.1 Employee Training

All employees shall receive training and instruction via video, written materials and/or other means on workplace security practices on a recurring basis both as new hires and during annual training.

SECTION 13 DRUG-FREE WORKPLACE POLICY

section 13.1 General Provisions

Section 13.1.1 Purpose

It is the intent RCTC to maintain a workplace that is free of drugs and alcohol and to discourage drug and alcohol abuse by its employees. The RCTC has a vital interest in maintaining safe and efficient working conditions for its employees. Substance abuse is incompatible with health, safety, efficiency, and success at the RCTC. Employees who are under the influence of a drug or alcohol on the job compromise the RCTC's interests, endanger their own health and safety and the health and safety of others, and can cause a number of other work related problems, including absenteeism and tardiness, substandard job performance, increased workloads for co-workers, behavior that disrupts other employees, delays in the completion of jobs, inferior quality in products or service, and disruption of customer relations.

To further its interest in avoiding accidents, to promote and maintain safe and efficient working conditions for its employees, and to protect its business, property, equipment and operations, the RCTC has established this policy concerning the use of alcohol and drugs. As a condition of continued employment with the RCTC, each employee must abide by this policy.

The purpose of this Drug-Free Workplace Policy (Policy) is to ensure that all employees, contract workers, volunteers, and commissioners are aware of their responsibilities with regard to the prevention of drug and alcohol abuse in the workplace, and that the RCTC workplace is drug-free.

Section 13.1.2 Prior Policies Repealed

In the event that the terms and provisions of this Policy are inconsistent or in conflict with the terms and provisions of any prior RCTC personnel policy and procedures, resolutions, rules and regulations governing the same subject, the terms of this Policy shall prevail and such inconsistent or conflicting provisions or prior resolutions, rules and regulations are hereby repealed.

Section 13.1.3 Term of Policy

This Policy takes effect when adopted by the RCTC. The Policy shall remain in effect unless repealed, in whole or part, by the RCTC. Notwithstanding the foregoing, the RCTC's Executive Committee may, in its sole discretion, add to, delete or otherwise modify this Policy.

Section 13.1.4 Distribution of Policy

A copy of this Policy shall be distributed to each employee, contract worker, volunteer, and commissioner.

Section 13.1.5 Support of Policy

Every employee, volunteer, and commissioner is expected to support and enforce this Policy.

Section 13.2 Definitions: For purposes of this policy:

Section 13.2.1 Abuse of any Legal Drug

The use of any legal drug: (a) for any purpose other than the purpose for which it was prescribed or manufactured; or (b) in a quantity, frequency, or manner that is contrary to the instructions or recommendations of the prescribing physician or manufacturer.

Section 13.2.2 Controlled Substance

Any drug that is classified by the Drug Enforcement Administration into the five schedules or classes on the basis of their potential for abuse. These include, but are not limited to, marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine.

Section 13.2.3 Illegal Drug

A controlled substance; a legal drug which has not been legally obtained; or a legal drug which was legally obtained, but that is being sold or distributed unlawfully.

Section 13.2.4 Legal Drug

Any drug, including any prescription drug or over-the-counter drug that has been legally obtained and this is not unlawfully sold or distributed.

Section 13.2.5 Possession

An employee who has a prohibited substance on his/her person or otherwise under his/her control.

Section 13.3 Scope

Section 13.3.1 Scope of Policy

The prohibitions and other provisions of this policy apply whenever the interests of the RCTC may be adversely affected, including any time the employee is:

- A. On RCTC premises;
- B. Conducting or performing RCTC business, regardless of location;
- C. Operating or responsible for the operation, custody or care of RCTC equipment or other property; or
- D. Responsible for the safety of others.

Section 13.4 Prohibited Conduct

Section 13.4.1 Alcohol

The following acts are prohibited and subject an employee to discipline, up to and including discharge from employment:

- A. The use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of alcohol in circumstances described in Section 13.3.1, Scope; or
- B. Being under the influence of alcohol.

Section 13.4.2 Illegal Drugs

The following acts are prohibited and subject an employee to discipline, up to and including discharge from employment:

- A. The use, possession, purchase, sale, manufacture, distribution, transportation, or dispensation of any illegal drug or other controlled substance; or
- B. Being under the influence of any illegal drug or other controlled substance.

Section 13.4.3 Legal Drugs

The following acts are prohibited and subject an employee to discipline, up to and including discharge from employment:

- A. The abuse of any legal drug;
- B. The purchase, sale, manufacture, distribution, transportation, dispensation, or possession of any legal prescription drug in a manner inconsistent with law; or
- C. Working while using a legal drug whenever such use might:
 - (1) Endanger the safety of the employee or some other person;
 - (2) Pose a risk of significant damage to RCTC property or equipment; or
 - (3) Substantially interfere with the employee's job performance or the efficient operation of the RCTC's business or equipment.

Section 13.5 Alcohol/Drug Testing

When a supervisor or manager has a reasonable suspicion that an employee is using or is under the influence of drugs or alcohol in violation of this policy, that employee may be required to submit to a blood, urine, or other test or examination designed to detect such use. If an employee refuses to consent and submit to, or fails to otherwise cooperate in, the testing/examination process where job-related drug or alcohol use is reasonably suspected, the employee will be subject to discipline, up to and including,

discharge.

Section 13.5.1 Discretion Not to Discharge

In circumstances other than those described in Section 13.4.1, the Executive Director may choose not to initiate the disciplinary process for termination for a first violation of this policy if the employee satisfactorily completes participation in an approved drug or alcohol assistance or rehabilitation program.

Section 13.5.2 Last Chance Agreement

The RCTC may also allow an employee to enter into a Last Chance Agreement, in lieu of termination, the terms of which shall be established by the RCTC in its sole discretion. The Last Chance Agreement may include, but is not limited to the following:

A. An employee must agree to undertake and to complete successfully, a course of treatment as deemed appropriate by the substance abuse professional and/or rehabilitation program counselor. Any employee who fails to successfully complete the program in a timely manner and/or fails to remain drug free will be terminated in accordance with the Last Chance Agreement.

B. As part of the terms of the referral, employee agrees that the substance abuse professional, Employee Assistance Program, or rehabilitation counselor will report to Human Resources any failure on the part of the employee to cooperate in the rehabilitation program or to progress through the program.

C. Nothing in this subsection should be construed to prohibit the RCTC from terminating an employee for his/her first violation of this policy, when in the discretion of the Executive Director, such termination is warranted by the circumstances.

Section 13.5.3 Criminal Conviction

An employee who is convicted under a criminal drug statute for a violation occurring in the workplace or during any RCTC related activity or event will be deemed to have violated this policy.

Section 13.5.4 Effect of Second Violation

A second violation of this policy at any time will result in initiation of the disciplinary process for termination.

Section 13.6 Disciplinary Action

Disciplinary action will be subject to Section 8.

Section 13.7 Drug-Free Awareness Program

Section 13.7.1 Employee Awareness

As required by state and federal law, the RCTC has established a Drug-Free Awareness Program that is designed to inform employees about the dangers of drug abuse in the workplace and to help assure that employees are familiar with this policy. From time to time, RCTC will provide drug-free workplace training, including current information about the RCTC's Employee Assistance Program.

Section 13.7.2 Management Awareness

Managers and supervisors should be attentive to the performance and conduct of those who work with them and should not permit an employee to work in an impaired condition or otherwise in violation of this policy.

Section 13.7.3 Criminal Convictions

Employees are required by this policy to notify the RCTC of any conviction under a criminal drug statute for a violation occurring in the workplace or during any RCTC related activity or event, not later than five (5) days after any such conviction. When required by federal law, the RCTC will notify any federal agency with which it receives funds of any employee who has been convicted under a criminal drug statute for a violation occurring in the workplace.

Section 13.8 Use of Legal Drugs

Section 13.8.1 Prescribed Legal Drug

The RCTC recognizes that employee may, from time to time, be prescribed legal drugs that, when taken as prescribed or according to the manufacturer's instructions, may result in their impairment. Employees may not work while impaired by the use of legal drugs if the impairment might endanger the employee or someone else, pose a risk of significant damage to RCTC property, or substantially interfere with the employee's job performance. If an employee is impaired by the appropriate use of legal drugs, he/she may not report to work. To accommodate the absence, the employee may use accrued sick leave or vacation. Nothing in this policy is intended to sanction the use of accrued sick leave or vacation time to accommodate absences due to the abuse of legal drugs.

Section 13.9 Unregulated or Unauthorized Conduct

Section 13.9.1 Customary Use of Over the Counter Drugs

Nothing in this policy is intended to prohibit the customary and ordinary purchase, sale, use, possession, or dispensation of over the counter drugs, so long as that activity does not violate any law or result in an employee being impaired by the use of such drugs in violation of this policy.

Section 13.9.2 Off the Job Conduct

This policy is not intended to regulate off the job conduct, so long as the employee's off the job use of alcohol or drugs does not result in the employee being under the influence of or impaired by the use of alcohol or drugs in violation of this policy.

Section 13.10 Confidentiality

Section 13.10.1 Disclosures to Human Resources

Disclosures made by employees to Human Resources concerning their use of legal drugs will be treated confidentially and will not be revealed to managers or supervisors unless there is an important work related reason to do so in order to determine whether it is advisable for the employee to continue working. Disclosures made by employees to Human Resources concerning their participation in any drug or alcohol rehabilitation program will be treated confidentially.

Section 13.11 Counseling/Employee Assistance

Section 13.11.1 Employee Assistance

RCTC maintains an Employee Assistance Program which provides help to employees who seek assistance for drug or alcohol abuse as well as for other personal problems. Employees who suspect they may have alcohol or drug problems are encouraged to voluntarily seek diagnosis and to follow through with the treatment as prescribed by qualified professionals. Employees who seek assistance could still be subject to disciplinary action if policies have been violated.

SECTION 14 VEHICLE OPERATION POLICY

Section 14.1 Policy

During the course of employment with RCTC, employees may be required to operate their personal vehicles to perform their assigned duties. Designated employees are required to have a valid California driver's license, a satisfactory driving record, and proof of insurance. No employee shall operate or drive any motor vehicle on behalf of RCTC unless the employee is licensed for the class of vehicle to be driven and meets all of the above requirements. Proof of insurance must be submitted to the Human Resources Department on an annual basis by January 15.

Section 14.2 Driver's License

Designated employees in positions that might require travel to outside meetings must be able to obtain a California drivers license and current employees of RCTC are required to maintain a valid California driver's license as a continuing condition of employment.

Section 14.3 Driver's Record

All applicants for employment with RCTC, where driving is required, are required to possess a satisfactory driving record. On an annual basis, RCTC will perform a Department of Motor Vehicle check on employees that are required to drive to meetings outside of RCTC offices.

Section 14.4 Prohibition on Use of Phones While Driving

As a safety measure, RCTC employees are prohibited using a phone while driving a vehicle on RCTC business.

SECTION 15 EXPENSE REIMBURSEMENT

RCTC shall reimburse employees of RCTC for travel, lodging, meals, and other expenses directly related to the conduct of RCTC business. Consultants are not covered under this policy. Employees are expected to use good judgment in the expenditure of public funds with which they have been entrusted. Employees must substantiate expenses with original receipts, unless otherwise noted.

Section 15.1 Transportation

Transportation costs include, but are not limited to, airplane; train, bus, shuttle, and taxi fares; tolls; parking; car rental; and pool and personal vehicles. Employees should generally take the most direct and commonly traveled routes. Other routes may be authorized when official business requires their use. If an indirect route or stop along the way for personal reasons is taken, the employee will not be reimbursed for the non-business portion of the expenses. Any additional costs incurred related to changes to travel for personal reasons, other than illness or family emergency, are the responsibility of the employee. Use of internet travel services is discouraged and travel arrangements should be made directly with the air carrier, car rental agency, and/or hotel, *except when* savings in excess of \$150 can be realized and documented when using such travel service.

A. Air

Air travel shall be at coach accommodations, unless the cost differential between upper class and coach accommodation is less than \$10, or single class service. Selection of carrier, reservations, and ticketing should be arranged as early as feasible to obtain the greatest discount. Alternative transportation methods, such as a nearby airport and ground transportation, should be considered if the total fares are lower. Employees are encouraged to book air travel using the RCTC Credit Cards maintained by the Chief Financial Officer or Clerk of the Board.

If an airplane ticket is not used, RCTC's Executive Assistant shall be notified so that it can be used for travel purposes by other employees. If an airline ticket exchange or change results in a fare increase, the documentation for the original fare and the fare increase must be submitted with the employee's expense report.

A private vehicle may be used in lieu of air travel if it is more advantageous to RCTC, although prior approval should be obtained. The employee's supervisor should consider the additional time spent driving prior to granting such approval. However, the total documented mileage and all other travel expenses incurred cannot exceed the airfare amount that would have been incurred. RCTC shall only reimburse only the lesser of the two means of travel.

If personal travel is combined with the business-related travel by an employee, documentation of the normal cost of the business-related travel should be obtained.

The employee shall be reimbursed for only the business-related portion of the travel.

B. Train, Bus, Shuttle, and Taxi Fares

Long-distance train travel arrangements should be made in a fashion similar to that of air travel. Commuter train travel is encouraged, especially if it is more efficient than pool or personal vehicle use, and shall be reimbursed at actual costs. Available courtesy shuttle services should be utilized between airports and meeting locations. Reasonable ground transportation charges (shuttle, taxi, or bus), including gratuities, for business purposes shall be reimbursed at actual costs.

C. Tolls

Toll charges incurred while traveling on highways and bridges for business purposes shall be reimbursed at actual costs.

D. Parking

Employees traveling by air and requiring parking at the airport for 24 hours or less shall be reimbursed at the short-term parking rates. Required parking for more than 24 hours shall be reimbursed at the long-term rates. Hotel parking fees shall be reimbursed at actual costs, including gratuities for valet parking. Parking fees at other locations for business purposes shall be reimbursed at actual costs.

E. Car Rental

Rental cars generally shall not be used except when there is no other economical and convenient transportation available. When there are multiple attendees, including Legislative Body Members, at the same meeting or conference, attendees are encouraged to share car rentals to minimize RCTC's expense, when feasible. Approval of car rentals shall be approved by the employee's supervisor only when reasonable or necessary. Car rental charges shall be limited to the reasonable cost of non-luxury or specialty vehicles. Fuel charges for car rentals shall be reimbursed at actual costs.

F. Pool and Personal Vehicles

An RCTC pool vehicle may be used for official RCTC business by an employee, who has been certified to fuel the pool vehicle. Such certifications may be obtained through training by a certified employee or Bechtel consultant. Use of such vehicle by more than one employee on official RCTC business making the same trip is encouraged. Employees may reserve a pool vehicle in advance through the GroupWise calendar reservation system ([Toyota Sienna@rctc.org](mailto:ToyotaSienna@rctc.org) or [Toyota Camry@rctc.org](mailto:ToyotaCamry@rctc.org)). Pool vehicles are to be returned to the RCTC parking site at the completion of RCTC business with a full tank of fuel, which will be reimbursed at actual cost. Pool vehicles may be taken home or parked off site if the employee has

Deleted: Pool Car

to attend a meeting for which the employee must leave prior to or return after normal scheduled business hours. The employee must reimburse RCTC, at the Internal Revenue Service (IRS) approved mileage reimbursement rate for employee use of private vehicles, for any miles accumulated using a pool vehicle which exceed the miles necessary for the most direct route to and from the meeting. Pool vehicle keys shall be returned to the appropriate location upon completion of the business trip.

Use of a personal vehicle for business purposes, including travel to and from the airport, shall be reimbursed at the IRS approved mileage reimbursement rate. The mileage claimed shall be from the employee's normal work location to the travel destination or from the employee's home to the destination, *whichever is less*. The RCTC office at 4080 Lemon Street is the normal work location for RCTC employees. For example, an employee residing in Banning who goes directly to Ontario Airport from home should claim mileage from the RCTC office to the airport, not from home to the airport. Gas, damages, service or repair to a personal vehicle while being used for business purposes are not reimbursable, as such costs are included in the IRS mileage reimbursement rate.

In the event of accident, employees using a personal vehicle for authorized travel in conducting RCTC business must rely on personal insurance for financial protection. Although RCTC's interests are protected by insurance, RCTC may not provide insurance to protect employees against damage to the employee's personal automobile or for damage to the property of others or for death or personal injury to others as a result of an employee using a personal vehicle while conducting RCTC business.

Employees are encouraged to make optimum use of carpooling or available public transit services when traveling to the same business event.

Section 15.2 Lodging

Pre/post-conference or pre/post-meeting lodging is available for regional or national travel requiring extensive travel time and adjustment. Pre-conference/pre-meeting lodging shall be offered for regional travel if such conference/meeting starts at or before 9:00 a.m. Lodging for local travel will be permitted if the length of the conference/meeting is more than one day and the distance are more than 60 miles from RCTC's offices or the employee's residence, *whichever is more*, or if the employee's presence is necessary for business-related activities before or after the regular conference hours.

Lodging in commercial hotels and motels shall be based on standard accommodations at single occupancy rates. Every effort should be made to obtain the government rate, if available. Additional costs incurred for additional guest(s) of the employee in the same room shall not be reimbursed. Under no circumstances should lodging expenses exceed the conference hotel rate. In instances where conference hotels are filled, the employee should attempt to secure comparable rates at the nearest hotel.

The guarantee of lodging reservations may be made using the RCTC Credit Cards maintained by the Chief Financial Officer, Clerk of the Board, or Executive Assistant. A properly approved Payment Request Form may be submitted for advance payment to the hotel. A close-out folio copy from the hotel should be provided to the Accounting Department upon return from travel if the lodging has been prepaid.

Deleted: or

Section 15.3 Meals

A. Travel

Expenses for an employee's meals, including reasonable tips, shall be reimbursed at a per diem of \$50 per day; however, such per diem may be increased to \$60 for certain urbanized areas (e.g., New York; Washington, D.C.; San Francisco; and Chicago). Receipts for meals claimed using per diem rates *are not* required; receipts for meals claimed using actual, reasonable costs exceeding per diem rates are required. Reimbursement of costs related to alcoholic beverages is prohibited. Employees shall receive a reduced per diem if one or more meals are included in the conference cost or are otherwise covered. The per diem components are as follows:

Breakfast	\$10
Lunch	\$15
Dinner	\$25

When an employee is traveling with other RCTC employees or a Legislative Body Member, the per diem amount shall be reduced by the cost of the employee's meal(s) paid for by other RCTC employees.

Travel generally refers to travel more than 90 miles from the normal work location or the employee's home.

B. Local

Reasonable meal expenses associated with local business meetings, luncheons, or dinners shall be reimbursed at actual costs *not to exceed* \$50 per day, including gratuities. Reimbursement of costs related to alcoholic beverages is prohibited. Meal expenses incurred during meetings should be discouraged, unless it relates to a specific business matter that includes non-RCTC participants and there is no other convenient time that the meeting participants are available. Lunch meals are normally the responsibility of each employee, and reimbursement for lunch meals generally shall *not* be allowable except when traveling, as defined above, or for meetings that meet the criteria discussed above.

C. Specific Documentation Requirements

Requests for meal reimbursements should include the conference attended or meeting business purpose, date of meal, restaurant name and itemized receipt of food and beverages to ensure no alcoholic beverages are being reimbursed, and listing of attendees, if any, and business relationship. When a per diem is claimed, the conference/meeting purpose and date shall be provided.

Reimbursements for room service or hotel dining meals shall be made upon presentation of an itemized receipt. Hotel folio charges for such meals without an itemized receipt *are not* acceptable.

Section 15.4 Communications

Expenses for telephone and internet connection charges shall be kept to a minimum and shall be reimbursed for business purposes only. For travel requiring an overnight stay, a telephone charge for one reasonable-length personal call is permitted. Employees in possession of RCTC-provided communication devices are encouraged to use such devices as much as possible rather than incurring hotel access and phone charges.

Section 15.5 Incidentals

Reasonable miscellaneous gratuities, not otherwise noted previously, shall be reimbursed at an amount *not to exceed* \$10 per day. Such gratuities related to guest(s) accompanying an employee on business travel shall *not* be reimbursed.

Laundry/dry cleaning charges shall not be reimbursed, unless the employee's travel is more than one week in duration. Items of a personal nature including, but not limited to, in-room movies, tours and entertainment, spas and gyms, barber, magazines, shoe shines, travel insurance, purchase of clothing or toiletries, fines or traffic violations, and excess baggage costs are *not* eligible for reimbursement.

Section 15.6 Registration Fees

Whenever possible, registration and payment for registration fees for approved classes, seminars, and conferences shall be made in advance by submitting a properly approved payment request form. Frequently, early registration discounts are offered. If a conference needs to be cancelled, such cancellation shall be made in accordance with stipulated dates in order to avoid cancellation charges or penalties. When an employee's registration is late and cannot be paid through the regular accounts payable process, the cost of registration incurred by the employee shall be reimbursed with an appropriate receipt.

Section 15.7 Memberships and Professional Certifications

Employees are encouraged to participate in professional and local organizations and maintain professional certifications which are related to the employee's specific

job responsibilities. Dues for individual memberships in organizations and expenses for professional certifications are reimbursable only when such memberships provide a specific benefit to RCTC and have prior approval of the employee's supervisor.

Section 15.8 Expenditures in Excess of Allowable Expenses

The Executive Director or Deputy Executive Director is authorized to interpret these policies and to approve exceptional reimbursements in excess of limits and standards established in this policy when, in the judgment of the Executive Director or Deputy Executive Director, such expenses are warranted. Expenses in excess of the allowable amounts for meals or lodging may be reimbursed upon presentation of a memorandum of explanation/justification attached to the expense report. All expenses must be clearly substantiated prior to reimbursement. Unnecessary or exorbitant expenses will be disallowed.

Section 15.9 Travel Advance

The Executive Director or Deputy Executive Director may grant a travel advance up to \$200 to an employee traveling on RCTC business in excess of one day to defray the expenses of such travel only under extraordinary circumstances. This can be done by completing a Payment Request Form and obtaining appropriate approvals five days prior to date of business travel. An accounting of actual expenses incurred, including required receipts, must be provided on an Expense Claim Form, and any unused amounts shall be returned to the RCTC Accounting Department.

Section 15.10 Documentation

All expenses for which reimbursement is requested shall be fully documented as to date, amount, and business purpose. Exclusive of the per diem, receipts are required for all expenses of \$25 or more. Receipts are encouraged for expenses under \$25, *except for* per diem claims. If a receipt is inadvertently lost or not available, the employee should provide a signed certification statement at the bottom of the Expense Claim Form as follows:

- ◆ For non-meal expenses: I certify that I have incurred an expense for (describe vendor, date, amount, etc.) for which a receipt is not available/has been lost.
- ◆ For meal expenses: I certify that I have incurred a meal expense for (describe restaurant name, date, amount, and guest(s) in attendance, and business purpose) for which a detailed receipt is not available/has been lost. The reimbursement amount requested does not include any charges for alcoholic beverages.

The use of the certification statement for lost or unavailable receipts should not be abused by any employee, as frequent use of this provision may result in the

denial of similar reimbursement requests in the future.

Expense Claim Forms must be properly completed and approved by a supervisor and include required documentation and receipts prior to submittal to the RCTC Accounting Department. Employees are encouraged to submit expense claims on a timely, regular basis. Expense Claim Forms are due on Monday/Wednesday by 12:00 p.m. for regular Tuesday/Thursday accounts payable check processing.

SECTION 16 ELECTRONICS COMMUNICATIONS POLICY

Section 16.1 General Provisions

Section 16.1.1 Purposes and Scope

The purpose of this Electronic Communications Policy (Policy) is to ensure that all employees, contract workers, volunteers, and commissioners are aware of the authorized and unauthorized uses of the RCTC electronic communications resources, as defined herein, as well as disclosure of contents and records stored on the electronic communications resources.

Section 16.1.2 Electronic Communications Resources Defined

Electronic communications resources include all equipment and software that retain, transmit, copy, modify, analyze or process information in any form. Electronic communications resources include, but are not limited to, the RCTC's telephone system, voice mail system, mainframe computers, desktop and laptop computers, computer networks, printers, scanners, facsimile (fax) machines, databases, cellular phones, personal digital assistants (PDAs), internet access, internet browsers, utilities and operating systems and other electronic communications systems provided by the RCTC.

Section 16.1.3 Prior Policies Repealed

In the event that the terms and provisions of this Policy are inconsistent or in conflict with the terms and provisions of any prior RCTC personnel policy and procedures, resolutions, rules and regulations governing the same subject, the terms of this Policy shall prevail and such inconsistent or conflicting provisions or prior resolutions, rules and regulations are hereby repealed.

Section 16.1.4 Term of Policy

This Policy takes effect when adopted by the RCTC. The Policy shall remain in effect unless repealed, in whole or part, by the RCTC. Notwithstanding the foregoing, the RCTC's Executive Committee may, in its sole discretion, add to, delete or otherwise modify this Policy.

Section 16.1.5 Violation of Policy

Violation of the provisions of this Policy by an employee may subject the employee to disciplinary action, up to and including discharge from employment. Violation of the provisions of this Policy by any person who is not an RCTC employee may subject that person to appropriate administrative action.

Section 16.1.6 Distribution of Policy

A copy of this Policy shall be distributed to each employee, contract worker, volunteer, and commissioner.

Section 16.2 Ownership, Authorization and Privacy

Section 16.2.1 Ownership

E-mail, fax, telephonic voice mail, cellular phones, internal RCTC websites, Internet access and other electronic communications systems and resources are provided for the purpose of conducting official business. All electronic communications of any type generated by employees with RCTC equipment or stored on RCTC equipment are the property of the RCTC and, therefore, are not considered private. Upon termination of employment, no employee shall remove any software or data from RCTC-owned or leased computers.

Section 16.2.2 Authorization

Access to the RCTC's electronic communication resources is within the sole discretion of the RCTC. Generally, employees are given access to the RCTC's various technologies based on their job functions. Only employees whose job performance will benefit from the use of the electronic communication resources will be given access to the necessary technology.

Section 16.2.3 No Expectation of Privacy

All electronic communication resources remain the property of RCTC and are primarily for official RCTC use; therefore, employees shall have no expectation of privacy in documents or other materials they write, receive, store or send when using these resources. All internal employee transactions and transactions on the Internet from RCTC computers, including e-mail, may be considered public information and records of these transactions may be requested by anyone at any time, subject to certain Public Records Act exceptions and attorney-client privilege material.

The RCTC recognizes that there may be incidental occasional personal use of cellular phones, e-mail, or voice mail, but these messages will be treated the same as other messages. Since personal messages can be accessed by the RCTC management without prior notice, employees should not use e-mail or voice mail to transmit messages they do not want read or listened to by a third party.

Section 16.3 Disclosure

Section 16.3.1 Access and Disclosure

RCTC officials reserve the right to access and disclose all products, materials and contents of the electronic communications systems and resources for any purpose. Access and disclosure may occur because of situations indicating impropriety, violation of RCTC policies, legal requirements, suspected criminal activities, breach of system security, to monitor employee performance and conduct or for any other reason RCTC deems appropriate.

Section 16.4 Prohibited Uses

Section 16.4.1 Prohibited Uses of Electronic Communications Resources

Prohibited uses of the RCTC's electronic communications resources include, but are not limited to the following:

- Installing programs on the RCTC's computer system without prior written consent of the Clerk of the Board;
- Unauthorized copying of RCTC software programs for personal use. No employee shall install pirated, personal or non-licensed software, data, entertainment software, music or games on RCTC-owned or leased PCs, laptops, or PDAs, or violate any copyright or licensing software laws;
- Using another employee's password to attempt to gain access to that employee's computer, e-mail, mobile messaging, telephonic voice mail, internet access or other electronic communications system or resources without prior consent of their Department Director or the Clerk of the Board;
- Connecting computers not owned or leased by the RCTC to RCTC's information systems network without the prior written consent of the Clerk of the Board;
- Disclosing access codes, log-on or passwords or otherwise making the RCTC electronic resources available to persons not authorized to have such access;
- Using RCTC computer resources for private business or commercial uses not intended to benefit the RCTC;
- Violating any federal, state or local laws in the use of RCTC electronic communications systems.

Section 16.5 Authorized Use of E-mail and Telephone Systems

Section 16.5.1 Policy for Use of E-mail and Telephone System

It is the policy of RCTC that e-mail systems will be used primarily for official business. Personal use shall be limited to those actions authorized herein. E-mail communication is not private or confidential; therefore, E-mail users shall operate on the assumption that e-mail may be, in addition to monitoring by RCTC, subject to discovery in a court proceeding.

RCTC does understand that employees occasionally need to use the telephone system to make or receive personal calls. The employee should attempt to make personal calls during non-working hours (meal period or breaks) or a time that does not interrupt the flow of work within the department. Personal phone calls shall not reduce the employee's job performance. Excessive use of the RCTC phone system for personal calls is prohibited and may lead to disciplinary action.

Users may use the RCTC's e-mail and telephone systems for the following incidental and personal uses so long as such use does not interfere with the user's duties, does not conflict with RCTC's business, is at no cost to RCTC, and does not violate either

this or any other RCTC policy:

- To send and receive occasional personal e-mail and other communications;
- To use the telephone system for brief and necessary personal calls, at the caller's expense for toll calls.

Section 16.6 Guidelines for the Use of E-mail

Section 16.6.1 Use of E-mail

The RCTC provides electronic mail for business purposes as necessary and desirable to meet RCTC organizational needs and goals. RCTC considers e-mail as an important means of communication and recognizes the importance of proper e-mail content and timely replies in conveying a professional image and delivering good customer service. Users should take the same care in drafting an e-mail as they would for any other communication.

Section 16.6.2 Prohibited Use

The following unacceptable uses of the RCTC's electronic mail system include, but are not limited to:

- Sending threatening, abusive, obscene, offensive, lewd, profane or harassing messages;
- Sending messages that violate the RCTC's Sexual Harassment Policy;
- Sending "chain letters" or similar correspondence;
- Sending copies of documents in violation of copyright laws;
- Any other use that would be deemed inappropriate for a business office.

Section 16.7 Web Internet Usage

Section 16.7.1 Purpose

The purpose of the Internet is to distribute information to public constituencies or to research various RCTC related matters. During business hours, an employee's Internet access is for business-related purposes. However, employees may use the Internet for non-business research or browsing during meal periods, breaks or outside of work hours, provided that users adhere to all RCTC policies. All existing RCTC policies apply to an employee's conduct on the Internet, including but not limited to those that deal with privacy, misuse of RCTC property, harassment, and confidentiality.

Section 16.7.2 Improper Use of the Internet

Listed below are examples of prohibited uses of the RCTC Internet system. This

list is not exhaustive and common sense and good judgment should be used in determining whether the user is engaging in an activity that will violate this policy. If an employee has a question regarding whether an activity is permitted, he/she shall get the permission of his/her Department Director, Manager or Supervisor before proceeding with the Internet activity.

Examples of Inappropriate/Prohibited Use:

- Generating, sending, requesting, receiving or archiving material in any form which contains any comment or image that is discriminatory, offensive, defamatory or harassing in nature;
- Displaying sensitive or offensive material resulting in a perceived "hostile environment" to coworkers;
- Conducting personal business from the RCTC's server, i.e., placing or advertising items for sale, except in the designated Intranet site provided by the RCTC for this purpose;
- Conducting illegal activities (e.g. gambling, placing wagers or bets, etc.);
- Copyright infringement, unauthorized downloading or forwarding of protected information.

Section 16.8 Security and Audits

Section 16.8.1 Security Devices

RCTC has installed a variety of programs and devices to ensure the safety and security of the RCTC's Electronic communications resources. Any employee found tampering or disabling any of the security devices will be subject to disciplinary action, up to and including discharge from employment.

Section 16.8.2 Audits

RCTC may perform auditing activity or monitoring to determine compliance with these policies. Audits of software and data stored on the electronic communications resources may be conducted without notice at any time.

SECTION 17 EMPLOYEE GIFT LIMITATION POLICY

All RCTC employees shall demonstrate, and be dedicated to, the highest ideals of honor and integrity in all relationships involving their employment. Employees shall conduct themselves in an ethical manner at all times in order to merit the respect, trust, and confidence of others.

Gifts extended to all employees, such as a basket of fruit, nuts, or candy is not covered under this policy. In addition, promotional items such as calendars or pens are not covered. Hospitality received by an employee as part of a seminar, convention or RCTC sponsored event is not covered, provided that such hospitality is open to all those attending the event.

The rules set forth herein are supplemental to those set forth in the Political Reform Act of the State of California (Governmental Code Section 81000 et seq.).

For purposes of this Section, "gift" shall have the same meaning as defined in Section 82028, as amended, of the California Government Code.

"Gift" means, except as provided below, any payment that confers a personal benefit on the recipient, to the extent that consideration of equal or greater value is not received and includes a rebate or discount in the price of anything of value unless the rebate or discount is made in the regular course of business to members of the public without regard to official status. Any person, other than a defendant in a criminal action, who claims that a payment is not a gift by reason of receipt of consideration has the burden of proving that the consideration received is of equal or greater value.

The term "gift" does not include:

- A. Funds, items or services donated directly to RCTC for which the employee receives no personal monetary benefit or ownership interest;
 - B. Informational material such as books, reports, pamphlets, calendars, or periodicals. No payment for travel or reimbursement for any expenses shall be deemed "informational material";
 - C. Gifts which are not used and which, within 30 days after receipt, are either returned to the donor or delivered to a nonprofit entity exempt from taxation under Section 501(c)(3) of the Internal Revenue Code without being claimed as a charitable contribution for tax purposes;
 - D. Gifts from an employee's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin or the spouse of any such person; unless the donor is acting as an agent or intermediary for any person not covered by this Subsection;
 - E. Campaign contributions required to be reported under state law;
 - F. Any devise or inheritance;
 - G. Personalized plaques and trophies with an individual value of less than two hundred fifty dollars (\$250).
- Violation of this policy may result in discipline up to and including discharge from employment.

SECTION 18 FAMILY AND MEDICAL LEAVE POLICY

Section 18.1 Scope

In accordance with the federal Family and Medical Leave Act (hereinafter "FMLA"), and the California Family Rights Act (hereinafter "CFRA"), RCTC has adopted the following policy regarding the rights and responsibilities of employees absent for a family and medical leave purpose. This policy shall supersede the provisions of any RCTC policy, practice, rule or procedure to the extent that such policy, practice, rule or procedure is in conflict or inconsistent with this policy.

Section 18.2 Purpose of Leave

In accordance with the CFRA, FMLA and this policy, RCTC shall provide up to 12 workweeks of CFRA and/or FMLA leave in a 12-month period to any eligible employee who requests leave for any of the following purposes:

- A. The birth or adoption of a child by the employee or placement of a child in foster care with the employee (all family and medical leave taken for one of these purposes must be concluded within one year of the event);
- B. To care for a child, parent or spouse of the employee who has a serious health condition. Under CFRA, an employee may also use leave to care for a registered domestic partner who has a serious health condition; or
- C. For an employee's own serious health condition which makes the employee unable to perform the essential functions of the employee's position.

18.3 Eligibility

Employees are eligible for family and medical leave if, at the time leave commences, all of the following apply:

- A. The employee must have at least 12 months (not necessarily consecutive months) of service with RCTC; and
- B. The employee must have worked at least 1,250 hours for RCTC during the 12 months immediately prior to the period of FMLA and/or CFRA leave.

18.4 Special Rules for Pregnancy Disability Leave

- A. The right to take CFRA leave is separate and distinct from the right to take a pregnancy disability leave. In other words, leave taken by an employee disabled by pregnancy, childbirth or related medical conditions is not family and medical leave under the CFRA, even though it may be FMLA leave.
- B. In light of the above, RCTC may require that pregnancy disability and FMLA leave run concurrently (hereinafter "pregnancy disability/FMLA leave"), but CFRA leave does not run concurrently with a pregnancy disability leave. This means that, at the end of the employee's period(s) of pregnancy disability and/or pregnancy disability/FMLA leave, whichever occurs first, a

CFRA-eligible employee may take up to 12 workweeks of CFRA leave due to the birth of her child or for other family and medical leave purposes.

- (i) Where an employee has exhausted her entitlement to pregnancy disability/FMLA leave prior to the birth of her child, and her health care provider certifies that continued leave is medically necessary, RCTC may, but is not required to, allow the employee to utilize CFRA leave prior to the birth of her child.
 - (ii) The maximum combined leave entitlement for pregnancy disability, FMLA and CFRA leave for the birth of a child is four months and 12 workweeks. This assumes that the employee exhausted all four months of pregnancy disability leave; she exhausted her entitlement to up to 12 weeks of FMLA leave during the period of pregnancy disability leave; and the employee requested and was eligible for a 12-week CFRA leave following the birth of her child.
- C. For more information regarding your rights to pregnancy disability leave, see RCTC's pregnancy disability leave policy and/or contact the Human Resources Department.

18.5 Special Rules Regarding the Employment of Spouses/Parents

- A. Where CFRA and FMLA leave are running concurrently, and both the "husband and wife" are employed by RCTC, their combined entitlement to CFRA/FMLA leave for the birth or adoption of a child by the employees or placement of a child in foster care with the employees shall be limited to 12 workweeks in a 12-month period between the husband and the wife.
- B. Where CFRA leave is running separate and apart from FMLA leave (such as following a pregnancy disability/FMLA leave), and both "parents" are employed by RCTC, their combined entitlement to CFRA leave for the birth, adoption or foster care placement of their child shall be limited to 12 workweeks in a 12-month period between the two parents. This provision applies to the parents of the child, regardless of their marital status.
- C. The provisions above do not affect the employees' right to use any remaining CFRA and/or FMLA leave for any other qualifying purpose(s).

Section 18.6 Calculating the 12-Month Period

For the purpose of this policy, "12-month period" shall mean a 12-month period measured forward from the date the employee first uses family and medical leave.

Section 18.7 Employee Notice Requirements

- A. The employee, or a spokesperson for the employee (e.g., spouse, adult family member, or other responsible party), must notify the employee's supervisor or the Human Resources Department, preferably in writing, as soon as it becomes apparent that the employee will be needing leave for a family and medical leave purpose.

- B. Employees must provide at least 30 calendar days advance notice before leave is to begin if the need for leave is foreseeable, or notice as soon as possible for unforeseeable events.
- C. The employee must consult with his/her supervisor regarding and must make a reasonable effort to schedule any planned medical treatment or supervision so as to minimize disruption of RCTC operations. Actual scheduling is, however, subject to the approval of the patient's health care provider.
- D. Failure to comply with these notice requirements is grounds for, and may result in, deferral of the requested leave until the employee complies with these provisions. However, RCTC will not deny a leave, the need for which is an emergency or is otherwise unforeseeable, on the basis that the employee did not provide advance notice of the need for the leave.
- E. Where leave is requested on the basis of a serious health condition affecting an employee's family member, RCTC may require evidence of the family relationship.

18.8 RCTC Determination and Notification to Employee

- A. RCTC shall designate leave, paid or unpaid, as CFRA or CFRA/FMLA leave based on information provided by the employee or the employee's representative.
- B. In the event that RCTC determines that a leave of absence is for an FMLA family and medical leave purpose, RCTC shall, within two business days, notify the employee of its determination that the leave constitutes FMLA and/or CFRA leave. Such notice may be oral or in writing. However, any oral notice shall be confirmed in writing by no later than the employee's next payday (the subsequent payday where the next payday is less than a week away).
- C. Where CFRA leave is running separate and apart from FMLA leave (such as following a pregnancy disability/FMLA leave), RCTC shall respond to the leave request as soon as possible and, in any event, no later than 10 calendar days after receiving the request. Once given, approval of CFRA leave shall be deemed retroactive to the first day of the leave.
- D. RCTC's written notice to the employee shall, among other things:
 - (i) Specify the obligations of the employee while on family and medical leave and explain the consequences of a failure to meet these obligations;
 - (ii) Provide notice to the employee in the event that a period of paid leave is to be counted as family and medical leave;
 - (iii) Provide notice to the employee in the event that RCTC requires paid leave to be substituted for unpaid leave.

- E. Where the employee fails to provide sufficient information until after the leave commenced, RCTC may make a preliminary determination that the employee's absence is for a family and medical leave purpose, subject to later confirmation by medical certification.
- F. If either RCTC or the employee designates an absence as family and medical leave after the leave of absence has begun, such as when an employee advises RCTC during the leave of absence or after his/her return to work that the entire leave of absence or any part of it was for a family and medical leave purpose, that portion of the leave period which was for a family and medical leave purpose may be retroactively counted as family and medical leave.
- G. If the employee fails to advise RCTC that a leave of absence was for a family and medical leave purpose either, before, during or within two days after he/she returns to work, the employee will not be able to assert the protections of the family and medical leave laws for the leave of absence.
- H. Any dispute between RCTC and an employee as to whether paid leave qualifies as family and medical leave should be resolved through discussions between the employee and RCTC.

18.9 Medical Certification

- A. An employee's request for leave due to a serious health condition affecting the employee or the employee's child, parent, spouse, or registered domestic partner must be supported by a medical certification issued by the health care provider of the individual requiring care.
 - (i) For leave to care for the employee's child, parent, spouse, registered domestic partner, this certification need not identify the serious health condition involved, but shall contain:
 - (a) The date, if known, on which the serious health condition commenced;
 - (b) The probable duration of the condition;
 - (c) An estimate of the amount of time which the health care provider believes the employee needs to care for the child, parent, spouse or registered domestic partner; and
 - (d) A statement that the serious health condition warrants the participation of the employee to provide care during a period of treatment or supervision of the child, parent, spouse or registered domestic partner.
 - (ii) For leave to care for the employee's own serious health condition, this certification need not, but may, at the employee's option, identify the serious health condition involved. It shall contain:

- (a) The date, if known, on which the serious health condition commenced;
 - (b) The probable duration of the condition; and
 - (c) A statement that, due to the serious health condition, the employee is unable to work at all or is unable to perform any one or more of the essential functions of his or her position.
- B. Medical certification is not required where leave is requested for the birth, adoption or placement of a child in foster care with the employee.
- C. Medical certification must be provided within 15 calendar days of RCTC's request and generally prior to the commencement of a foreseeable leave of absence, unless it is not practicable to do so despite the employee's diligent, good faith efforts to do so.
- D. With regard to leave due to the employee's own serious health condition:
 - (iii) Where RCTC has reason to doubt the validity of the employee's medical certification, RCTC may require, at RCTC's expense, that the employee obtain a second medical opinion from a health care provider designated by RCTC and who is not regularly used by RCTC for this purpose; and
 - (iv) Where the second opinion differs from the first, RCTC may require that the employee obtain a third and binding medical opinion, again at RCTC's expense, from a health care provider designated or approved jointly by RCTC and the employee.
- E. RCTC may require recertification only where additional leave is requested.
- F. RCTC may also require certification at the time the employee seeks reinstatement from family leave due to the employee's own serious health condition that the employee is fit for duty and able to return to work.

18.10 Minimum Period of Leave

- A. Leave may be taken in one or more periods and does not have to cover a continuous period of time.
- B. Where leave is taken due to the serious health condition of the employee or his/her parent, child or spouse, the minimum leave increment shall be the shortest period of time RCTC's payroll system uses to account for absences or use of leave.
- C. Where CFRA leave is running separate and apart from FMLA leave (such as CFRA leave following pregnancy disability/FMLA leave), the minimum duration for leave taken in connection with the birth, adoption or foster care placement of a child is two weeks, except that the RCTC shall grant a request for CFRA leave of less than two weeks on any two occasions during

the one year period following the birth or placement of the child with the employee.

18.11 Temporary Transfers

- A. Employees may take intermittent leave or leave on a reduced schedule due to a serious health condition of the employee, or the employee's child, parent, spouse or registered domestic partner, whenever medically necessary.
- B. If an employee requests intermittent leave, RCTC may require a temporary transfer to an "alternative position" for which the employee is qualified, and which:
 - (i) Provides equivalent pay and benefits; and
 - (ii) Better accommodates recurring periods of leave.
- C. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work schedule.

18.12 Continuation of Health and Other Benefits

- A. RCTC will continue group health care benefits during the period of leave, up to a maximum of 12 workweeks in any 12-month period, on the same terms and conditions as applied prior to the commencement of family and medical leave. For the purposes of continued group health coverage, the 12 weeks commences on the first day of pregnancy disability, CFRA or FMLA, whichever occurs first.
- B. During any period of leave which is unpaid, RCTC may discontinue payments made on behalf of the employee to a non-group health plan, employee retirement plan or other benefit plan, and the leave period shall not be counted for purposes of time accrued under a retirement plan.
- C. In the event that the employee is responsible for any portion of the group health insurance premium or for any other premium payment(s), the employee should, prior to the commencement of leave, make arrangements with the Human Resources Department for the submission of such payments.
- D. If the employee fails to return after the period of leave has expired, RCTC may be entitled to reimbursement for any benefit premiums paid by RCTC during a period of unpaid family and medical leave, unless:
 - (i) The reason for the employee's failure to return is due to the continuation, recurrence or onset of a serious health condition of the employee or the employee's child, spouse, parent, or registered domestic partner;

- (ii) Other circumstances beyond the control of the employee as set forth in applicable law and regulations.
- E. Employees who are not eligible for continued paid coverage or whose entitlement to continued paid coverage has expired may continue their group health insurance coverage through RCTC pursuant to federal and state COBRA guidelines.

18.13 Coordination of CFRA and FMLA Leave

Each day of leave for a family and medical leave purpose, other than disability due to pregnancy, childbirth or related medical conditions, counts as a day of FMLA and CFRA leave.

18.14 Substitution of Leave

- A. RCTC requires that sick leave be used to provide pay during any period of otherwise unpaid family and medical leave due to the employee's own serious health condition. Sick leave may also be used in connection with family and medical leave taken for other purposes in accordance with applicable RCTC policies and upon the mutual agreement of RCTC and the employee.
- B. RCTC requires that vacation and other accrued time off (other than sick leave and compensatory time off) be used for any family and medical leave qualifying event other than pregnancy disability leave. Where pregnancy disability leave and FMLA leave are running concurrently, accrued vacation may be used at the employee's option.
- C. CFRA and FMLA leave may also run concurrently with a leave of absence covered by workers' compensation or temporary disability and an eligible employee may coordinate the use of sick leave and/or vacation to supplement workers' compensation or temporary disability insurance payments.

18.15 Reinstatement

- A. Where a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated to the same or a comparable position by the date agreed upon.
- B. If the reinstatement date differs from RCTC's and employee's original agreement, the employee will be reinstated to the same or a comparable position within two business days, where feasible, after the employee notifies RCTC of his or her readiness to return.
- C. The employee's use of family and medical leave may not result in the loss of any employment benefit that the employee earned or was entitled to before going on family and medical leave. Upon reinstatement, all employee benefits will be resumed without any new qualification period, physical examination or exclusion of preexisting conditions.

18.16 Denial of Reinstatement

- A. An employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during family and medical leave. Thus, for example, if an employee is laid off while on family and medical leave, RCTC's responsibility to maintain group health plan benefits and reinstate the employee ceases at the time the employee is laid off.
- B. RCTC may also deny reinstatement to:
 - (i) An employee who gives notice that he or she no longer desires to return to employment with RCTC;
 - (ii) An employee who fails to provide certification that he or she is fit for duty and able to return to work after taking family and medical leave based on the employee's own serious health condition; or
 - (iii) A salaried "key employee" who is among the highest-paid 10% of employees employed within 75 road miles of the employee's worksite, if:
 - (a) It is necessary to prevent substantial grievous economic injury to the operations of RCTC,
 - (b) Notice is given to the employee at the time of the leave request that RCTC cannot deny the leave request, but that RCTC intends to deny reinstatement, and
 - (c) The employee is given a reasonable opportunity to return to employment after receiving such notice, but elects not to return, or
 - (d) After the leave expires, the employee requests reinstatement, and RCTC makes a determination at the time of the reinstatement request and notifies the employee of its determination that reinstatement would cause substantial grievous economic injury to the operations of RCTC.

18.17 Benefits Accrual

Employees on family and medical leave will not continue to accrue (i) vacation; (ii) sick leave; or (iii) other seniority based benefits during unpaid family and medical leave.

18.18 Additional Information

Should you have any questions about your rights and responsibilities in connection with family and medical leave, contact the Human Resources Department.

SECTION 19 PREGNANCY DISABILITY LEAVE POLICY

19.1 Eligibility

In accordance with applicable law and this policy, female employees are eligible for a leave of absence and/or transfer on account of pregnancy, regardless of length of service with RCTC.

19.2 Pregnancy Disability Leave

- A. A woman is “disabled by pregnancy” if, in the opinion of her health care provider, she is unable to work at all or is unable to perform one or more of the essential functions of her job or to perform these without undue risk to herself, to the successful completion of her pregnancy, or to other persons.
- B. Pregnancy disability leave is for any period(s) of actual disability caused by pregnancy, childbirth, or related medical conditions. Where medically advisable, pregnancy disability leave may be taken for a reasonable period of time, up to four months per pregnancy (eighty-eight workdays for a full-time employee). Employees who regularly work more or less than a 40-hour workweek are entitled to such leave on a pro rata basis.

19.3 Leave Due to Normal Childbirth

Even if the employee is not disabled by pregnancy, childbirth or related medical conditions, a pregnant employee is entitled to up to six weeks of leave for normal childbirth. Employees working more or less than a 40-hour workweek are entitled to such leave on a pro rata basis.

19.4 Leave/Transfer and Other Reasonable Accommodation Requests

- A. Pregnant employees should notify the Human Resources Department as soon as possible regarding their intent/need to take a leave of absence or to transfer due to pregnancy, childbirth or related medical conditions. Such notice should specify the anticipated timing and duration of the leave or transfer.
- B. Where the need for a leave of absence or transfer is foreseeable, employees must provide such notice at least 30 days prior to the date the leave or transfer is to begin. Further, employees must consult with the Human Resources Department regarding the scheduling of any planned medical treatment or supervision so as to minimize any disruption to RCTC’s operations. (Actual scheduling of the leave/transfer is subject to the approval of the employee’s health care provider.)
- C. Where 30 days advance notice is not possible, notice must be given as soon as possible. However, RCTC will not deny a pregnancy disability leave or transfer where the need for leave is an emergency or was otherwise unforeseeable.

- D. RCTC shall respond to the leave or transfer request as soon as practicable and, in any event, no later than 10 calendar days after receiving the request. RCTC shall attempt to respond to the leave request before the date the leave is due to begin. Once given, approval shall be deemed retroactive to the date of the first day of the leave.
- E. Reasonable accommodation other than leave or transfer will be granted upon request. Such requests must be supported by a written certification from the employee's health care provider.

19.5 Intermittent Leave

Pregnancy disability leave need not be taken in one continuous block. It may be taken on an as-needed basis, intermittently or on a reduced work schedule.

- A. If it is medically advisable and foreseeable that an employee will be taking intermittent leave or leave on a reduced work schedule, RCTC may require that the employee transfer temporarily to an available alternative position.
- B. An "alternative position" is one that provides pay and benefits equivalent to those of the employee's regular position and better accommodates recurring periods of leave than the employee's regular job. It does not have to have equivalent duties. However, the employee must be qualified for the position.
- C. Transfer to an alternative position may include altering an existing job to better accommodate the employee's need for intermittent leave or a reduced work schedule.

19.6 Temporary Transfers

- A. An employee may request a temporary transfer to a position with less strenuous or less hazardous duties when the employee's health care provider certifies that such a transfer is medically advisable.
- B. Temporary transfers will be granted where appropriate and when RCTC is able to reasonably accommodate the transfer, provided that the transfer would not require RCTC to:
 - (i) Create additional employment;
 - (ii) Discharge another employee;
 - (iii) Violate a collective bargaining agreement;
 - (iv) Transfer a more senior employee in order to make room for the pregnant employee's transfer; or
 - (v) Promote or transfer the employee or any other employee to a position for which he/she is not qualified.

19.7 Certifications

- A. As a condition of taking a pregnancy disability leave or transfer, the employee must provide medical certification from her health care provider that she is disabled due to pregnancy, childbirth or related medical conditions and/or that a transfer to an alternative position is medically advisable.
- B. The medical certification should include:
 - (i) The date on which the employee became disabled due to pregnancy or the date of the medical advisability for the transfer;
 - (ii) The probable duration of the period(s) of disability or the period(s) for the advisability of the transfer; and
 - (iii) A statement that, due to the disability, the employee is unable to work at all or to perform any one or more of the essential functions of her position without undue risk to herself, to the successful completion of her pregnancy, or to other persons or a statement that, due to pregnancy, the transfer is medically advisable.

19.8 Recertification

Recertification may be required where additional time is requested.

19.9 Fitness for Duty

The employee must provide certification from her health care provider of her fitness for duty prior to being reinstated.

19.10 Pay During Leave

- A. Pregnancy disability leave is unpaid leave. However, the employee may request or RCTC may require that the employee use accrued sick leave to provide pay during the period of leave.
- B. An employee may also elect, at her option, to use accrued vacation or other accrued paid time off, if any, to provide pay during pregnancy disability leave.
- C. The employee may also be eligible to receive temporary disability insurance payments during her pregnancy disability leave, and to coordinate the use of any accrued sick leave and/or vacation to supplement temporary disability insurance payments.

19.11 Reinstatement

- A. The employee is entitled to be reinstated to the same or a comparable position upon release to return to work by her health care provider.

- (i) Where a definite date of reinstatement has been agreed upon at the beginning of the leave, the employee will be reinstated by the date agreed upon, provided that the employee has provided medical certification of her fitness for duty.
 - (ii) If the actual reinstatement date differs from the original agreement, the employee will be reinstated within two business days, where feasible, after the employee notifies RCTC of her readiness to return and provides medical certification of her fitness for duty.
 - (iii) Failure to return to work, without good cause, on the next work day following the expiration of pregnancy disability leave may be grounds for termination of employment.
- B. The employee is not, however, entitled to any greater right of reinstatement than she would have had if she had not taken leave. Thus, reinstatement to the “same position” may be denied if:
 - (i) For legitimate business reasons unrelated to the employee having taken a pregnancy disability leave or transfer, the employee would not otherwise have been employed in her same position at the time reinstatement is requested; or
 - (ii) Each means of preserving the job or duties for the employee (such as leaving it unfilled or filling it with a temporary employee) would substantially undermine RCTC’s ability to operate safely and efficiently.
- C. Also, the employee has no greater right to reinstatement to a “comparable position” or to other benefits and conditions of employment than an employee who has been continuously employed. Thus, reinstatement to a comparable position may be denied if:
 - (i) There is no comparable position open on the employee’s scheduled date of reinstatement or within 10 working days thereafter; or
 - (ii) The pregnancy disability leave does not qualify as leave pursuant to the federal Family and Medical Leave Act (“FMLA”) and a comparable position is available, but filling the available position with the returning employee would substantially undermine RCTC’s ability to operate safely and efficiently.
- D. In the event that the employee takes family and medical leave under the California Family Rights Act (“CFRA”) following her pregnancy disability leave for the birth of her child, the employee’s right to reinstatement shall be governed by the CFRA and RCTC’s Family and Medical Leave Policy rather than these provisions.

19.12 Seniority and Benefits

- A. In general, employees taking pregnancy disability leave will be treated the same as other similarly situated employees taking disability leave.
- B. The employee returning from a pregnancy disability leave shall return with no less seniority than she had when the leave commenced for purposes of layoff, recall, promotion, job assignment, and seniority-related benefits such as vacation.
- C. The employee shall retain employee status during the period of leave, and the leave shall not constitute a break in service for purposes of longevity and/or seniority.

19.13 Federal Family and Medical Leave

In accordance with the FMLA, RCTC shall count each day of pregnancy disability leave against an eligible employee's entitlement to up to 12 weeks of federal family and medical leave under the FMLA.

19.14 Group Health Insurance

Pursuant to the FMLA, where an eligible employee is on pregnancy disability/FMLA leave, RCTC will continue the employee's group health insurance coverage for up to a maximum of 12 weeks under the same terms and conditions as applied prior to the leave of absence.

- A. In the event that the employee fails to return from leave, RCTC may recover premiums it paid to maintain group health insurance coverage. (For details, see RCTC's Family and Medical Leave Policy.)
- B. If the employee is not eligible for continued paid coverage or if coverage ceases after 12 weeks, the employee may continue group health insurance coverage pursuant to federal and state COBRA guidelines.

RCTC is not required to continue paying group health insurance premiums during pregnancy disability leave which does not also constitute FMLA leave.

19.15 California Family and Medical Leave

The right to take a pregnancy disability is separate and distinct from the right to take family and medical leave under the CFRA. Thus, at the end of the employee's period(s) of pregnancy disability, or at the end of four months pregnancy disability leave, whichever occurs first, an eligible employee may request to take up to 12 workweeks of CFRA leave in accordance with RCTC's family and medical leave policy.

- A. There is no requirement that either the employee or her child have a serious health condition or that the employee no longer be disabled by her pregnancy before taking CFRA leave for the birth of a child.
- B. Where the employee has used all four months of her pregnancy disability leave prior to the birth of her child, and her health care provider determines

that a continuation of the leave is medically necessary, RCTC may, but is not required to, allow the use of CFRA leave prior to the birth of a child.

- C. The maximum possible combined leave for pregnancy disability/FMLA and CFRA leave due to the birth of a child is four months and 12 workweeks.
- D. CFRA leave taken due to the birth of the employee's child must be concluded within one year of the child's birth. The basic minimum duration of such leave shall be two weeks, except that RCTC will grant a CFRA leave of less than two weeks' duration on any two occasions within one year of the child's birth.