



# **PERSONNEL MANUAL**

**EFFECTIVE JULY 1, 2021**

# PERSONNEL MANUAL

## TABLE OF CONTENTS

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
<b>1</b>	<b>GENERAL PROVISIONS</b>	<b>1-1</b>
1.01	Introduction	1-1
1.02	Purpose and Objectives	1-1
1.03	Application of Rules	1-1
1.04	Career Service, Executive Service and Exempt Service	1-1
<b>2</b>	<b>DEFINITIONS</b>	<b>2-1</b>
<b>3</b>	<b>POSITION CLASSIFICATION PLAN</b>	<b>3-1</b>
3.01	Maintenance of Plan	3-1
3.02	Purpose	3-1
3.03	Allocation of Positions	3-1
3.04	Amendment of Plan	3-1
3.05	Class Specifications	3-2
3.06	Use of Class Titles	3-2
<b>4</b>	<b>APPLICATION, EXAMINATIONS AND ELIGIBLE LISTS</b>	<b>4-1</b>
4.01	Contracting Agency	4-1
<b>5</b>	<b>PRE-EMPLOYMENT MEDICAL AND PSYCHOLOGICAL EXAMINATIONS</b>	<b>5-1</b>
5.01	Exam Required	5-1
5.02	Physician	5-1
5.03	Medical Examinations	5-1
5.04	Cost of Exam	5-1
<b>6</b>	<b>APPOINTMENTS, PROMOTIONS, REAPPOINTMENTS AND TRANSFERS</b>	<b>6-1</b>
6.01	Appointing Authority	6-1
6.02	Filling Vacant Positions	6-1
6.03	Certification of Eligibles	6-1
6.04	Types of Appointments	6-2
6.05	Transfer	6-3

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
6.06	Reinstatement from Resignation	6-4
6.07	Employment of Relatives	6-4
6.08	Continuous Service Date Defined	6-5
<b>7</b>	<b>PROBATIONARY PERIOD</b>	<b>7-1</b>
7.01	Purpose	7-1
7.02	Duration	7-1
7.03	Report of Probationers	7-1
7.04	Unsatisfactory Performance During Probationary Period	7-1
7.05	Unsatisfactory Performance Following Promotion	7-1
7.06	Fringe Benefit Status During Probationary Period	7-2
<b>8</b>	<b>CONDUCT, DISCIPLINE, HEARINGS, AND RESIGNATIONS</b>	<b>8-1</b>
8.01	Employee Conduct Generally	8-1
8.02	Improper Employee Conduct	8-1
8.03	Prior Notices and Hearings	8-2
8.04	Appeals	8-3
8.05	Resignation	8-3
8.06	Resignation Upon Absence Without Approval	8-3
8.07	Exit Interview	8-3
<b>9</b>	<b>PERFORMANCE EVALUATION</b>	<b>9-1</b>
9.01	Performance Reports	9-1
9.02	Reports on Probationers	9-1
9.03	Reports on Permanent Employees	9-1
<b>10</b>	<b>LAYOFF PROCEDURE</b>	<b>10-1</b>
10.01	Layoffs	10-1
10.02	Alternatives to Layoff	10-2
10.03	Reemployment Lists	10-3
10.04	Detailed Procedure of Layoff Reinstatement	10-3
10.05	Reinstatement from Layoff or Voluntary Demotion in Lieu of Layoff	10-4
<b>11</b>	<b>GRIEVANCE POLICY</b>	<b>11-1</b>
11.01	Policy	11-1
11.02	Grievance Defined	11-1
11.03	Procedure	11-1

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
<b>12</b>	<b>THE COMPENSATION PLAN</b>	<b>12-1</b>
12.01	Maintenance of Plan	12-1
12.02	Administration of Plan	12-1
12.03	Cost of Salary Increases	12-3
12.04	Salary Range Adjustments	12-3
12.05	Pay Period	12-3
12.06	Partial Pay Period	12-3
12.07	Other Compensation	12-3
<b>13</b>	<b>HOURS OF WORK AND PAYMENT OF WAGES</b>	<b>13-1</b>
13.01	Hours of Work - General	13-1
13.02	Payment of Wages	13-2
13.03	Payroll Deductions	13-2
<b>14</b>	<b>HOLIDAYS</b>	<b>14-1</b>
14.01	Holidays - General	14-1
14.02	Holiday Eligibility	14-1
<b>15</b>	<b>ANNUAL LEAVE</b>	<b>15-1</b>
15.01	Accrual of Annual Leave	15-1
15.02	Use of Annual Leave	15-2
15.03	Payment for Unused Leave	15-2
15.04	Family Leave	15-2
15.05	Administrative Leave	15-3
<b>16</b>	<b>BENEFITS</b>	<b>16-1</b>
16.01	Health Insurance	16-1
16.02	Dental Insurance	16-1
16.03	Vision Insurance	16-1
16.04	Life Insurance	16-1
16.05	Survivors Benefit	16-2
16.06	Long Term Disability	16-2
16.07	Retirement	16-2
16.08	Deferred Compensation	16-3
16.09	Cobra Benefits	16-3
16.10	Industrial Injury and Worker's Compensation	16-3

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
<b>17</b>	<b>LEAVE OF ABSENCE</b>	<b>17-1</b>
17.01	Leave of Absence With Pay	17-1
17.02	Leave of Absence Without Pay	17-1
17.03	Educational Leave	17-2
<b>18</b>	<b>MILITARY LEAVE</b>	<b>18-1</b>
18.01	General	18-1
18.02	Military Leave With Pay	18-1
18.03	Military Leave Without Pay	18-1
18.04	Physical Re-qualification	18-2
<b>19</b>	<b>SAFETY POLICY</b>	<b>19-1</b>
19.01	General Policy	19-1
19.02	General Responsibilities	19-1
19.03	Detailed Procedures	19-1
<b>20</b>	<b>DRUG-FREE WORKPLACE POLICY</b>	<b>20-1</b>
20.01	General	20-1
<b>21</b>	<b>HARASSMENT IN EMPLOYMENT POLICY</b>	<b>21-1</b>
21.01	Purpose	21-1
21.02	Policy	21-1
21.03	Procedures	21-2
21.04	Responsibility	21-2
<b>22</b>	<b>REPORTS AND RECORDS</b>	<b>22-1</b>
22.01	Office Records	22-1
22.02	Reports of Personnel Transactions	22-1
22.03	Review of Records	22-1
22.04	Destruction of Records	22-2
22.05	Personnel Correspondence	22-2

<u>SECTION</u>	<u>TITLE</u>	<u>PAGE</u>
<b>23</b>	<b>CODE OF ETHICS</b>	<b>23-1</b>
23.01	General Policy	23-1
23.02	Responsibilities of Public Office	23-1
23.03	Dedicated Service	23-1
23.04	Use of Public Property	23-1
23.05	Obligations to Citizens	23-1
23.06	Incompatible Activities	23-2
23.07	Disclosure of Confidential Information	23-2
23.08	Gifts and Favors	23-2
23.09	Representing Private Interests Before the Authority	23-3
23.10	Contracts with the Authority	23-3
23.11	Disclosure of Interest	23-3
23.12	Political Activity	23-3
23.13	Applicability of Code	23-3
<b>24</b>	<b>MANAGEMENT RIGHTS</b>	<b>24-1</b>
<b>25</b>	<b>FEDERAL OR STATE PROGRAMS</b>	<b>25-1</b>
25.01	Grants	25-1
<b>26</b>	<b>CONSTRUCTION</b>	<b>26-1</b>
26.01	Construction	26-1
26.02	Severability	26-1
	<b>APPENDIX A -- SALARY SCHEDULE</b>	
	<b>APPENDIX B – PERSONNEL RULES INDEX</b>	

## SECTION 1

### GENERAL PROVISIONS

#### 1.01 INTRODUCTION

These Personnel Rules (“Rules”) set forth the practices and procedures that are to be followed by the Yuba-Sutter Transit Authority (“Authority”) in the administration of its personnel program.

Although this manual describes important policies, practices and benefits, it is not intended to constitute a legal document or create any express or implied contractual obligations. Consequently, the Authority must reserve the right to amend, supplement, rescind or revise any policies, practices or benefits described in this manual as it deems appropriate in its sole and absolute discretion.

These Rules shall at all times be construed in a manner consistent with the provisions of any federal and state laws and regulations.

#### 1.02 PURPOSE AND OBJECTIVES

It is the purpose of these Rules to provide a method of standardizing personnel policies of the Yuba-Sutter Transit Authority and to establish the Authority’s position in reference to personnel matters and equitable personnel management practices for all employees of the Authority.

#### 1.03 APPLICATION OF RULES

These Rules shall apply to the career service. Positions in the executive service and positions in the exempt service shall be subject to these Rules only to the extent that provisions of these Rules specifically indicate their application.

#### 1.04 CAREER SERVICE, EXECUTIVE SERVICE AND EXEMPT SERVICE

All offices and positions of the Authority shall be divided into the career service, the executive service and the exempt service as follows:

1.04.01 Career Service. The career service shall be comprised of all budgeted offices and positions within the Authority not included in the exempt service or the executive service.

1.04.02 Executive Service. The executive service shall include the Executive Director.

1.04.03      Exempt Service.      Exempt service shall include the following:

- (a) All members of the Board of Directors.
- (b) Persons serving the Authority as independent contractors.
- (c) Consultants and counsel rendering contractual or temporary professional services.
- (d) Persons employed to render the Authority expert service of occasional character.

**SECTION 2**  
**DEFINITIONS**

Unless otherwise specifically defined, certain terms used in these Rules are defined as follows:

- (1) **Advancement.** A salary increase within limits of a pay range established for a class.
- (2) **Allocation.** The assignment of an individual position to an appropriate classification on the basis of the kind, difficulty, and responsibility of the work actually performed in the position.
- (3) **Anniversary Date.** The date recurring yearly after the initial merit step increase for an original or promotional appointment.
- (4) **Applicant.** A person seeking employment in the service who has formally requested, in writing, to compete for a position for which they may be qualified.
- (5) **Appointing Power.** The Executive Director of the Authority who, in their individual capacity, or the Board of Directors, have the authority to make the appointment to the positions being filled.
- (6) **Appointment.** The offer of employment by the Appointing Power in accordance with these Rules, conditioned on the results of a medical examination (if required), and its acceptance by an eligible applicant.
- (7) **Appointment - Emergency.** In order to prevent stoppage of public business, an appointment that may be made without regard to eligibility to meet an actual emergency declared by the Board of Directors which appointment ends upon cessation of the emergency.
- (8) **Authority.** The Yuba-Sutter Transit Authority, and, where appropriate herein, refers to the Board of Directors or any duly authorized representative.
- (9) **Authority Service.** This includes all positions in the career service, and positions in the exempt service involved in seasonal, temporary, or exempt part-time employment as defined in these Rules.
- (10) **Certification.** Process of giving to the Appointing Power the names of those persons who stand highest on the appropriate eligible list and who have expressed their willingness to accept employment under the conditions of the particular vacancy.

- (11) Class. All positions sufficiently similar in duties, authority, and responsibility, to permit grouping under a common title and the application with equity of common standards of selection, transfer, promotion and salary.
- (12) Class Specifications. A statement of the essential facts which identify and distinguish one class from all other classes. The essential parts of this statement are: the title; the statement of duties and responsibilities; examples of work performed; and the statement of minimum qualifications.
- (13) Compensation. Salary, wage, allowances, and all other forms of valuable consideration, earned by or paid to any employee by reason of service in any position, but does not include any reimbursement of expenses as incidents to employment.
- (14) Confidential Employee. An employee, who, in the course of their duties, is required to develop or present management positions with respect to employer-employee relations or whose duties normally require access to confidential information contributing significantly to the development of Authority management positions affecting employer-employee relations.
- (15) Day. Calendar day unless expressly stated otherwise.
- (16) Demotion. The movement of an employee from a position in one class to a position in another class having a lower salary range. A voluntary demotion is a demotion initiated by an employee. An involuntary demotion is a demotion initiated by the Appointing Power.
- (17) Dismissal. The involuntary and permanent separation of an employee from their position and the service.
- (18) Eligible. A person who has successfully passed all examinations for a class and whose name is placed on an eligible list.
- (19) Eligible List. A list of the names of persons arranged in order of examination percentage who have qualified through competitive examination for employment in a class.
- (20) Employee. A person legally occupying a position in the Authority service.
- (21) Employee Relations Officer. Executive Director of the Yuba-Sutter Transit Authority.
- (22) Employee - Permanent. An employee who has (1) been certified and is thus entitled to the legal benefits and rights accorded them by the provisions of these Rules, and (2) completed a probationary period.
- (23) Employee - Probationary. An employee who has been certified and appointed from an eligible list, or has been reinstated after resignation, or has been transferred,

promoted or demoted, but who (1) has not completed the probationary period provided in these Rules, and (2) has not been certified as a permanent employee.

(24) Employee - Limited-Term. An employee who has been engaged for work which will continue for a limited continuous period not longer than one (1) year, except as provided in these Rules.

(25) Employee - Temporary. An employee who:

(a) Fills a regularly authorized position during the absence of the incumbent, or where there is no incumbent for the position.

(b) Is employed to perform a specific mission in a given period of time. Temporary employment shall not exceed a period of six (6) months, unless a longer period is specifically authorized by the Board of Directors. Such employee may be full-time or part-time.

(26) Executive Director. The administrator of the Authority who is responsible to the Board of Directors for proper administration of all affairs placed in their hands.

(27) Exempt Service. Those positions identified in Rule 1.04.03, who are not included in the career or executive services.

(28) Exempt Employee. All management employees designated by the Board to be employed on an at-will non-tenured basis, including but not limited to the Executive Director, and positions filled on a contract or fee basis. Persons in such positions serve at the pleasure of the Board and may be removed at any time without cause or right to hearing or appeal. These employees are not eligible for overtime under the Fair Labor Standards Act.

(29) Hourly Rate. The amount of individual wages, for an hour's service, calculated by dividing the annual salary by 2080 hours.

(30) Layoff. The separation of an employee from the service because of lack of funds, lack of work, abolition of a position, for reasons of economy or for other reasons or causes unrelated to the employee's job performance.

(31) Management Employee. An employee having responsibility for formulating, administering or managing the implementation of Authority policies or programs.

(32) Minimum Qualifications. The minimum qualifications of education, experience, ability, knowledge, licenses and other requirements established for entrance examinations, for appointments, or for promotion.

(33) Month. A calendar month.

- (34) Non-Exempt Employee. Non-exempt employees shall mean an employee designated by the authority as non-exempt for the purpose of complying with the Fair Labor Standards Act. Non-exempt employees are eligible for overtime.
- (35) Pay Period. An established number of days which regularly recur during which records of work are maintained and after completion of the period an employee is paid compensation earned.
- (36) Personnel Action. Any action taken with reference to appointment, compensation, promotion, transfer, layoff, dismissal, or any other action affecting the status of employment.
- (37) Personnel File or Personnel Records. Those records maintained by the Executive Director relating specifically to the employee.
- (38) Position. A group of current duties and responsibilities assigned or delegated by competent authority and requiring the full or part-time services of an employee.
- (39) Probationary Period. A working test period during which an employee is required to demonstrate their fitness for the duties to which they are appointed by actual performance of the duties of the position.
- (40) Promotion. The movement of an employee from one class to another class having a higher maximum rate of pay.
- (41) Promotional Eligible List. The names of employees who, by qualifying in a promotional examination, are eligible for appointment in a higher class.
- (42) Range. A sequence of salary steps used to identify the minimum, maximum, and intermediate salary rates which may be paid to employees within a class.
- (43) Reclassification. A change in allocation of an individual position by raising it to a higher class, reducing it to a lower class, or by moving it to another class at the same level on a basis of significant changes in the kind, difficulty, or responsibility of the work performed in such position. (See Section 3.03.02)
- (44) Reemployment List. A list containing the names of persons previously having probationary or permanent status in a given class, who have been laid off.
- (45) Reinstatement. The reemployment without examination of a former permanent or probationary employee.
- (46) Selection Procedure. The process of testing, evaluating, and/or investigating the fitness and qualification of applicants based on merit procedures, validity, and reliability.

- (47) Separation. Any termination of employment. Termination may include death, dismissal, layoff, resignation, retirement, or work completion.
- (48) Step. One of the salary rates identified by the Letters "A", "B", "C", "D", and "E", which are used to identify the specific compensation of an employee within the established range for their class.
- (49) Supervisory Employee. Any employee having authority, in the interest of the Authority, to hire, transfer, suspend, layoff, recall, promote, discharge, assign, reward, or discipline other employees, or responsibility to direct them, or to adjust their grievances, or effectively to recommend such action, if, in connection with the foregoing, the exercise of such authority is not of a merely routine or clerical nature, but requires the use of independent judgment.
- (50) Suspension. The temporary and involuntary separation of an employee from their position and the service (with or without pay) for disciplinary purposes.
- (51) Tardiness. Arriving at the workplace after the designated shift time.
- (52) Transfer. The movement of an employee from one position to another position of the same class or another class having essentially the same salary range, involving the performance of similar duties and requiring similar basic qualifications or the movement of an employee from one position to another within the same class, but to another department.
- (53) Transit Manager. The former title of the administrator of the Authority. See Executive Director.
- (54) Vacancy. An authorized position in the service for which funds are available which is not occupied.
- (55) Week. A period of seven consecutive days starting at midnight on Saturday.

## SECTION 3

### POSITION CLASSIFICATION PLAN

#### 3.01 MAINTENANCE OF PLAN

The Executive Director shall be responsible for maintaining a position classification plan, which shall group all positions within the Authority into classes based upon their duties, authority, and responsibilities. The Executive Director shall, with consent of the Board of Directors, allocate positions to the appropriate class and make revisions in the classification plan, which may consist of additions, abolishment, consolidations, divisions, or amendments to existing classes.

#### 3.02 PURPOSE

The purpose of the position classification plan is, in effect, an occupational inventory of the positions within the Authority. It is a fundamental of personnel administration since it makes possible standardization of class titles for purposes of personnel record keeping, examining, pay administration and related personnel administration objectives.

#### 3.03 ALLOCATION OF POSITIONS

3.03.01 New Positions. When the Executive Director desires to establish the classification of a new position, a description of the duties and responsibilities of the position, as well as the recommended classification, shall be submitted to the Board of Directors for approval.

3.03.02 Reclassification of Positions. When the Executive Director desires to make any permanent and substantial changes in the duties, authority, or responsibilities of a position, written notification of the proposed change shall be submitted to the Board of Directors for approval.

#### 3.04 AMENDMENT OF PLAN

Recommendations for amendments of the classification plan may be suggested by any interested person and shall be submitted to the Executive Director. The Executive Director shall make classification studies of the requests or make studies on their own initiative. If the Executive Director finds that substantial change in organization, creation or change of position, or other pertinent conditions make necessary the addition, abolishment, consolidation, division, or amendment of the classification plan, such recommendation shall be submitted to the Board of Directors.

### 3.05 CLASS SPECIFICATIONS

3.05.01 Content of Specifications. Each class specification shall include the class title, examples of the duties and responsibilities of the work, and a statement of the desirable qualifications a person should possess to perform the work with reasonable prospects of success.

The specifications shall not include sex designations except where sex is a bona fide occupational qualification.

3.05.02 Interpretation of Specifications. The definitions in class specifications are descriptive and not restrictive. They are intended to indicate the kinds of positions that are allocated to the several classes, as determined by duties and responsibilities, and are not to be construed as declaring what the duties or responsibilities of any position may be, or as limiting or modifying the power of the Executive Director to assign, direct, and control the work of employees under their supervision. The use of a particular expression or illustration as to duties shall not be held to exclude others not mentioned that are of similar kind or quality, nor shall any specific omission necessarily mean that such factor is not included.

3.05.03 Use in Allocation. In determining the class to which any position should be allocated, the specification describing each class shall be considered as a whole. Consideration shall be given to the general duties, specific tasks, responsibilities, qualification requirements and relationship to other classes, as a composite description of the kind of employment which the class is intended to embrace.

3.05.04 Minimum Qualifications Statements. Personal qualifications commonly required of an employee in any class, such as good citizenship, honesty, loyalty, sobriety, industry, amenability to supervision and suggestions of superiors for improvement of service, and willingness to cooperate with associates, shall be implied as qualifications required for entrance to every class, even though such traits may not be specifically mentioned in the specifications. The desirable qualifications enumerated in a class specification shall relate to the reasonable standards of experience and training required at the time of original appointment of a new employee.

### 3.06 USE OF CLASS TITLES

The class title shall be the official title of every position allocated to the class for the purpose of personnel actions and shall be used on all payrolls, budget estimates, and official records and reports pertaining to the position. Any other working title desired and authorized to be used by the Executive Director may be used as a designation of any position for purposes of internal administration or in contacts with the public.

## **SECTION 4**

### **APPLICATION, EXAMINATIONS AND ELIGIBLE LISTS**

#### 4.01 **CONTRACTING AGENCY**

The Authority will contract with one of its member agencies (the respective cities and counties) to recruit and acquire new employees. The rules regarding the announcement, applications, examinations, scoring, eligible lists, and other related matters will be those followed by the contracting agency. In addition to these rules, eligibility may also be conditioned upon a satisfactory DMV record and credit check.

## **SECTION 5**

### **PRE-EMPLOYMENT MEDICAL AND PSYCHOLOGICAL EXAMINATIONS**

#### **5.01           EXAM REQUIRED**

In order to be eligible for employment with the Yuba-Sutter Transit Authority, eligibles may be required to pass certain physical examinations, the character of which shall be job related and in accordance with procedures established by the Executive Director.

Following notification of any employee that they have been selected for a promotion or transfer to a job class in a category requiring greater physical qualifications than the employee's present job class, conditioned on the results of the appropriate medical examinations, the employee shall undergo said medical examinations.

#### **5.02           PHYSICIAN**

All physical examinations required under the provisions of this section shall be performed by a licensed physician graduated from a medical school recognized by the Industrial Commission of the State of California.

#### **5.03           MEDICAL EXAMINATIONS (IF REQUIRED)**

Following notification of an applicant that they have been selected conditional on the results of a medical examination, but prior to appointment, all applicants for employment in the Authority service, including seasonal or temporary part-time and permanent part-time, are subject to a medical examination which may include x-rays, psychological evaluation, back evaluation, drug screening, hearing test or any other examination or evaluation required or deemed necessary by the Executive Director. Failure of an applicant to achieve the minimum standard will disqualify the applicant, and the applicant's name will be removed from the list of eligibles.

#### **5.04           COST OF EXAM**

The Authority shall pay the cost of any examination required under this section.

## SECTION 6

### APPOINTMENTS, PROMOTIONS, REAPPOINTMENTS AND TRANSFERS

#### 6.01 APPOINTING AUTHORITY

The Executive Director is the Appointing Power and shall appoint all employees to positions authorized by the Board of Directors.

6.01.01 Executive Service. The Board of Directors is the Appointing Power and shall appoint all employees in the executive service.

#### 6.02 FILLING VACANT POSITIONS

All vacancies in career service positions shall be filled as provided in these Rules. Whenever the Executive Director desires to fill a vacant position, they will direct the filling of the vacant position be placed before the Board of Directors for ratification. Appointments will be made with the objective of obtaining for the Authority service the best-qualified person or persons available. If operations from another governmental entity are consolidated with the Authority, the employees of the unit absorbed may be inducted into the Authority service without the requirement of a competitive examination.

#### 6.03 CERTIFICATION OF ELIGIBLES

##### 6.03.01 Order of Use Eligible Lists

Upon receipt of a request for certification of eligibles, the Executive Director shall certify the proper number of available eligibles from an appropriate list. Certification shall be made from lists in the following order:

- (a) Reemployment List
- (b) Internal Promotion List
- (c) Entrance List

##### 6.03.02 Order and Number of Names Certified

The number of names certified to the Appointing Power for one vacancy shall not be more than the names of those applicants having the five (5) highest scores. When more than one vacancy exists, the next highest score shall be certified for each additional vacancy.

### 6.03.03 Additional Certification to a Vacancy

The Executive Director may certify additional names to a vacancy upon submission of a written report to the Board of Directors that justifies a finding that one or more of the eligibles certified would not be suitable for the position that is to be filled. Additional certification shall not exceed a total of five (5) eligibles for a single vacancy.

## 6.04 TYPES OF APPOINTMENTS

### 6.04.01 Probationary Appointment

An appointment made as a result of promotion, reinstatement or entrance shall be considered a probationary appointment. Appointments may be subject to Section 7.05 of these Rules.

### 6.04.02 Limited-Term Appointment

- (a) A limited-term appointment is an appointment with a time limitation to a position for a person who meets the minimum employment standards for the position and who has been appointed to the position in the absence of an eligible list.
- (b) A limited-term appointment may be made for up to one (1) year, unless extended by the Board of Directors. A limited-term appointment shall not extend beyond two (2) months after an appropriate eligible list is established.
- (c) No special credit shall be allowed in meeting any qualifications or in giving any examination or in establishing any open or promotional eligible list for services rendered under a limited-term appointment. Time spent on a limited-term appointment shall not constitute part of the probationary period.
- (d) Except for a permanent employee who has received a limited-term appointment, a person serving on a limited-term appointment shall not receive credit for vacation, sick leave, holiday pay, or any other fringe benefit.

### 6.04.03 Permanent Appointment

After successful completion of a probationary period, a permanent appointment shall be made carrying with it the rights, privileges, and protection extended to career service employees by these Rules.

#### 6.04.04 Temporary Appointment (Casual or Seasonal)

- (a) A temporary appointment is an appointment with time limitations to a position in the Authority service of a person who meets the minimum employment standards for the position. Temporary appointments may be full time or part-time.
- (b) A temporary appointment shall not extend beyond six (6) full calendar months in any one (1) calendar year, unless the term is extended by action of the Board of Directors.
- (c) A temporary appointment shall be made from appropriate eligible lists, if available.
- (d) No special credit shall be allowed in meeting any qualifications or in giving any examination or in establishing any open or promotional eligible list for service rendered under a temporary appointment. Time spent on a temporary appointment shall not constitute part of the probationary period.
- (e) A person serving in a temporary appointment except regular employees on special projects or temporary assignment shall not receive annual leave, holiday pay, or any other fringe benefits.

#### 6.04.05 Regular Part-Time Appointment

A regular part-time appointment may be made where positions require someone less than full time on a daily, weekly or monthly basis. A regular part-time employee works at least half of the number of hours normally worked in the class by full time employees and is employed for uninterrupted year-round service. A regular part-time employee shall be considered in the career service with the rights, privileges and protection extended to career service employees by these Rules.

#### 6.04.06 Temporary Part-Time Appointment

A temporary part-time appointment may be made where positions require someone less than full time on either a daily, weekly, or monthly basis. Temporary part-time employees work less than half the number of hours normally worked in the class by full time employees or have part-time employment which is periodically interrupted for periods of two (2) or more months. Temporary part-time employees shall not accrue benefits.

#### 6.05 TRANSFER

When a vacancy exists, an employee may request a transfer to another position. No employee shall be transferred to a position for which the employee does not possess the minimum qualifications.

Upon approval of the Executive Director, an employee may be transferred at any time from one position to another position in a comparable class. For transfer purposes, a comparable class is one which has the same maximum salary, involves the performance of similar duties, and requires substantially the same basic qualifications.

#### 6.06 REINSTATEMENT FROM RESIGNATION

An employee whose name is on a Reemployment List (Section 10.03) may be reinstated to a vacant position in their former class or a comparable class without competitive examination.

A medical examination may be required of any person requesting reinstatement.

Upon reinstatement from resignation, the employee, for annual leave purposes, shall be entitled to include prior years of service.

#### 6.07 EMPLOYMENT OF RELATIVES

6.07.01 Any Appointing Power shall not appoint or promote any of their relatives to any position within the Authority which would create any of the situations specified in subsection 6.07.03 below.

6.07.02 Hiring, reinstatement, promotion, or transfer, which will result in relatives of employees working in the same office may be permitted, but only where the Executive Director finds that such action will not create any of the situations in subsection 6.07.03 below. If such a condition is created by marriage of two employees, immediate steps shall be taken by the appointing authority to transfer or reassign either employee to alleviate the condition.

6.07.03 In deciding whether to hire, reinstate, promote or transfer a relative of a person already working in the office, the Appointing Power will not take such action if to do so would tend to create the following conditions:

- (a) Adverse office working conditions;
- (b) Jeopardize confidentiality;
- (c) Possible conflicts of interest;
- (d) Lessened employee morale; and
- (e) Direct supervision of one relative by another.

6.07.04 For purposes of this Section, relative shall mean spouse, son, daughter, brother, sister, mother, father, aunt, uncle, niece, nephew, grandson, granddaughter, grandmother, grandfather, either by blood, adoption or present marriage.

## 6.08 CONTINUOUS SERVICE DATE DEFINED

The continuous service date is the date a new employee is appointed on a probationary appointment in the career service. Time spent in the exempt service as a part-time, seasonal, temporary, or limited-term employee (except promotional) shall not be included in determining an employee's continuous service date.

### 6.08.01 Use of Continuous Service Date

The continuous service date shall be used for determining annual leave accumulation, length of service in connection with layoff, and any other matters involving length of service, except those permanent part-time positions shall have these benefits pro-rated based on the actual number of hours worked.

### 6.08.02 Adjustment of Continuous Service Date

An employee who leaves Authority service for military service shall receive credit equivalent to the actual time spent for such service upon returning to Authority employment. Credit also shall be accumulated while on authorized leave with pay.

### 6.08.03 Restoration of Service Credit

An employee who has been re-employed following a layoff or authorized leave of absence without pay shall receive credit for previous time spent in the career service in the determination of their continuous service date.

## SECTION 7

### PROBATIONARY PERIOD

#### 7.01 PURPOSE

The probationary or working test period is an integral part of the examination process and provides an opportunity to observe closely the employee's work, to secure the most effective adjustment of a new or promoted employee whose performance or personal qualifications do not meet the required standards.

#### 7.02 DURATION

7.02.01 Original Appointment. Except as provided in this section, all original appointments to a position in the classified service shall be subject to a probationary period of one (1) year from the date of appointment.

7.02.02 Promotional Appointments. All promotional appointments shall be subject to a probationary period of one (1) year.

#### 7.03 REPORT OF PROBATIONERS

The Appointing Power shall be responsible for preparing and submitting the required performance evaluation reports (Section 9.02).

#### 7.04 UNSATISFACTORY PERFORMANCE DURING PROBATIONARY PERIOD

An employee who is unable or unwilling to perform the duties of the position satisfactorily or whose habits and dependability do not merit his continuance in the service may be rejected and terminated at any time during the probationary period. The Appointing Power shall have thirty (30) days following the expiration date of the probationary period to review the employee's performance and make a permanent appointment or terminate the employee. An employee disciplined or terminated during the probationary period does not have the right of appeal or hearing.

#### 7.05 UNSATISFACTORY PERFORMANCE FOLLOWING PROMOTION

An employee rejected during the probationary period following promotion or transfer shall be reinstated at the employee's former salary step to the employee's former position or a position in the class from which the employee was promoted or transferred unless the reason for the employee's rejection is cause for dismissal. If no vacancy exists in this class, the employee with the least amount of time in this class shall be demoted to the most recent class in which the employee has served satisfactorily. If an employee who holds regular status in the career service is caused to be terminated by such action the

employee's name shall be placed on a Reemployment List for the classification from which the employee was terminated. An employee who previously held regular status in the career service and who is dismissed during a probationary period following promotion shall retain the right to appeal the dismissal from the Authority but not the right to appeal the rejection from the position to which the employee was promoted.

7.06            FRINGE BENEFIT STATUS DURING PROBATIONARY PERIOD

This section applies only to new employees serving a probationary period. It does not apply to employees who are serving a probationary period as a result of being promoted.

7.06.01        Accrual of Leave. Annual leave benefits based upon or earned in connection with time worked shall accumulate during an employee's probationary period.

7.06.02        Annual Leave. Annual leave may be utilized during the probationary period in accordance with Section 15.

7.06.03        Health and Welfare. A probationary employee for a permanent position may enroll in the health and welfare insurance programs offered through the Authority to be effective as permitted by the Authority's insurance program.

7.06.04        Retirement Program. A probationary employee for a permanent position shall be automatically enrolled in the Authority retirement program at the time of the probationary appointment.

## SECTION 8

### CONDUCT, DISCIPLINE, HEARINGS, AND RESIGNATIONS

#### 8.01 EMPLOYEE CONDUCT GENERALLY

The expected standard of conduct for all employees in the service of the Yuba-Sutter Transit Authority shall be in the public interest as opposed to individual interests. Therefore, to render the best possible service to the general public and to reflect credit on the Authority service, high standards of conduct are deemed essential. The tenure of every employee shall be conditioned on good behavior and satisfactory performance of duties.

#### 8.02 IMPROPER EMPLOYEE CONDUCT

The term "improper conduct" shall mean not only any improper action by an employee in the employee's official capacity, but also any conduct by an employee not connected with the employee's official duties which brings the Authority service into discredit, or which affects the ability to perform the employee's duties officially, or any improper use of the position of an employee for personal advantage. Improper conduct shall be cause for disciplinary action. In addition, improper conduct also includes the following:

- (a) Conviction of a felony. A plea of guilty, or a conviction following a plea of nolo contendere is deemed to be a conviction.
- (b) Being under the influence of intoxicating beverages or non-prescribed narcotics while on duty.
- (c) Insubordination.
- (d) Offensive conduct or language toward the public or toward fellow Authority employees or officers thereof.
- (e) Inefficiency or incompetence.
- (f) Inattention to duty, tardiness, indolence, carelessness, or damage to or negligence in the care and handling of Authority property.
- (g) Improper or unauthorized use of Authority vehicles or equipment or misappropriation of supplies.
- (h) Dishonesty, including the falsification of an employment application or other Authority records.

- (i) Absence from duty without leave, failure to report after leave of absence has expired or after such leave of absence has been disapproved or revoked and canceled.
- (j) Willful violations of these Rules or any written rules or regulations which may be prescribed by the Board of Directors or Executive Director.
- (k) Acceptance by an employee of any bribe, gratuity, kickback, or other form of remuneration in addition to regular compensation given with an attempt to influence action, vote or opinion by an employee in the performance of their duties, from any source whatsoever.
- (l) Solicitation of the public, in an official capacity or as an employee of the Authority, for money, goods, or services not specifically authorized by the Board of Directors or Executive Director.
- (m) Violation of the Safety Policy (Section 19).
- (n) Taking an active part in any political campaign during duty hours.
- (o) Violation of the Code of Ethics (Section 23).
- (p) Any action which reflects discredit on the service or is a direct hindrance to the effective performance of Authority functions.
- (q) Outside work which creates a conflict of interest with Authority work, causes discredit to Authority employment, or detracts from the efficiency of the employee in the employee's Authority work.
- (r) Excessive points on the employees DMV pull notice.

### 8.03 PRIOR NOTICES AND HEARINGS

Before an Appointing Power disciplines a permanent employee, or subjects any office or employee to disciplinary action for which the law mandates prior notice and an opportunity for a hearing, the employee shall be given notice of the proposed action, the reasons for the proposed action, a copy of the charges and materials upon which the proposed action is based, and the right to respond, either orally or in writing, within a specified period of not less than five (5) days. The notice shall include a statement advising the employee of the right to be represented. Allowance for temporary leave with pay may be made at the discretion of the Executive Director. An employee who fails to respond, either orally or in writing, within the time specified in such notice shall be deemed to have waived any and all rights to appeal or otherwise contest or challenge the proposed disciplinary action. Any order imposing disciplinary action shall advise the employee of the right to appeal.

#### 8.04 APPEALS

Unless waived for failure to respond as provided in Section 8.03 above, or for any other reason provided by law, a permanent employee who is discharged, suspended, or subjected to a disciplinary demotion or reduction in pay, or any officer or employee subjected to disciplinary action for which the law mandates an opportunity for a hearing, and who has exercised the right to respond, may appeal the action by filing a written appeal to the Board and demand for hearing with the Appointing Power within ten (10) days after the date of the order imposing, affirming or modifying the disciplinary action of the Appointing Power. The filing of a written appeal within the time prescribed by this section is jurisdictional; if it is not filed within that time, the employee shall be deemed to have waived the right to appeal or otherwise contest or challenge the disciplinary action and no proceedings shall be taken upon the appeal. The decision of the Authority's Board shall be the final decision of the Authority, subject to any applicable rights of judicial review.

#### 8.05 RESIGNATION

An employee wishing to leave the career service in good standing shall file with the Executive Director a written resignation giving at least two weeks' notice of intention to leave the service unless the Executive Director consents to the employee's leaving sooner. An employee who leaves the career service without filing a written resignation as prescribed above, shall have that fact entered on the employee's personnel record and may be denied entrance to any examination for which they may apply in the future.

#### 8.06 RESIGNATION UPON ABSENCE WITHOUT APPROVAL

An employee who is absent from work for more than five (5) working days without prior approval, or without notifying their Supervisor, shall be deemed to have resigned unless the absence was caused by an event beyond the control of the employee.

An employee deemed to have resigned under this section may appeal such separation from the service within ten (10) working days of the effective date of such separation under the provisions of Section 8.04.

#### 8.07 EXIT INTERVIEW

Upon separation from the Authority for any reason, employees will be required to participate in an exit interview with the Executive Director or their designee. The purpose of the exit interview is to assemble complete information regarding the employee's tenure with the Authority, review the reasons for their separation for the Authority, review the status of annual leave, health and medical insurance, and to assure that all employee obligations are cleared and verify receipt of all Authority equipment, keys, or other items. Approval to issue the employee's final paycheck will conclude the exit interview.

## **SECTION 9**

### **PERFORMANCE EVALUATION**

#### **9.01 PERFORMANCE REPORTS**

The Executive Director shall maintain a system of service ratings based on standards of performance. The standards shall have reference to the quality and quantity of work done, the manner in which the service is rendered and the responsibility of employees to their duties. Employee performance reports shall be developed so that they can be used as a guide in determining disciplinary measures, layoffs, transfers, step advancements, and potential promotion. The performance report of each employee shall be reviewed with the employee by their Supervisor in order that improvement may be recommended if required and commendation provided when warranted. Performance reports, after filing by a confidential employee, may be examined by the employee, by the employee's Supervisor, by the Executive Director, and by the confidential employee, but shall not be open to any other person. The original signed copy of each performance report shall be filed with the Executive Director and a copy given to the employee.

#### **9.02 REPORTS ON PROBATIONERS**

During the probationary period of each employee, the immediate Supervisor shall investigate thoroughly the employee's adjustment, capacity and general acceptability to determine whether they are fully qualified for permanent status. During the probationary period one performance report shall be made during the first six months after appointment and one performance report shall be made prior to permanent appointment to the position.

#### **9.03 REPORTS ON PERMANENT EMPLOYEES**

Performance reports shall be made annually or as required by the Executive Director for use in transfer, layoff, or for any step increase requested.

## **SECTION 10**

### **LAYOFF PROCEDURE**

#### 10.01 LAYOFFS

Any career service employee may be separated without prejudice because of lack of work, curtailment of work, lack of funds, or for other just cause. Such decision to lay off employees will be determined by the Board of Directors upon the recommendation of the Executive Director, who will recommend the department(s), classification(s), and number of positions to be deleted.

10.01.01 Policy. The Authority will make every effort to accommodate those employees who may be subject to layoff through the process of normal attrition. In the event of a reduction in work force, existing vacancies shall be used to the maximum extent possible to relocate affected employees.

10.01.02 The Authority shall notify affected employees as early as possible of any reduction in force, and shall provide a minimum of two (2) weeks' notice or two (2) weeks' pay in lieu of notice at the sole discretion of the Executive Director.

10.01.03 In the event of layoff, the affected employees shall immediately receive pay for all accumulated overtime or compensatory time they are due and may choose to receive payment for accumulated leave time.

10.01.04 Layoffs shall be made by specific classification, and not by classification series.

10.01.05 Employees will not continue to accumulate seniority, annual leave or any other service related benefits during the period they are laid off, but will retain only seniority benefits accumulated to the day of layoff.

10.01.06 Layoffs by Least Seniority. Within a given class, employees will be laid off based upon seniority; employees with the least seniority shall be laid off first.

10.01.07 Seniority Defined. For the purpose of layoffs and the establishment of reemployment lists, seniority shall be determined by continuous service with the affected classification, as calculated to the effective date of the layoff. Seniority shall be lost in the event of resignation, discharge, retirement, or layoff for a period of more than two (2) years.

10.01.08 Layoff Priority. The layoff priority of employment categories shall be as follows:

- (a) Casual and seasonal temporary
- (b) Temporary part time
- (c) Limited time
- (d) Probationary employees
- (e) Regular part-time employees
- (f) Permanent regular employee

Exceptions to this layoff priority may be determined by the Executive Director for extraordinary circumstances or for positions funded by grants from other governmental or private organizations.

## 10.02 ALTERNATIVES TO LAYOFF

In the event of a layoff, an employee so affected may elect to:

10.02.01 Accept a vacant position in the lateral or lower class for which the employee is qualified, provided that the employee has the highest seniority of those requesting to fill the vacant position and the Appointing Power for the position approves the appointment; or

10.02.02 Accept a position in a lateral or lower class in which the employee has previously served, or a position in a lateral or lower class within the same series containing the class from which the employee is being laid off, provided that they are qualified and is more senior than the least senior employee in such lateral or lower class and the Appointing Power for the position approves the appointment.

10.02.03 If this action creates a "bumping down" situation, this process will be repeated in the next classification level where an employee "bumps in" and creates an overage in that classification. When the "bumping" reaches the lowest classification in the series, determination for layoff will be made by seniority only.

10.02.04 For the purpose of this section, "qualified" means: the employee is physically able to perform the required duties, and meets the minimum qualifications of education, experience, training, and the physical standards of the position.

10.02.05 Departments other than the one in which the layoff occurred are not obligated to accept the laid off employee.

10.02.06 Employees that accept a position in a lateral or lower class shall retain the same anniversary date as in their previous position. A position in a lateral class shall mean a position in a class with the same salary range. A lower class shall mean a class with a lower salary range.

10.02.07 In no case shall an employee subject to an impending layoff be transferred to a position in a higher range, unless their name is on the appropriate eligible list in accordance with these Rules.

### 10.03 REEMPLOYMENT LISTS

10.03.01 For each class where there are permanent employees who have been laid off through no fault or delinquency on their part and persons who have resigned in good standing there shall be established a reemployment list containing the names of such employees.

10.03.02 Provided their overall efficiency has been satisfactory, any permanent employee in the classified service who is laid off because of temporary or permanent abolishment of the employee's position shall have their name automatically placed on the reemployment list for the class from which the employee has been laid off.

10.03.03 Any permanent employee in the classified service who resigns in good standing may make application for reinstatement within one (1) year after the date of resignation. Such employee will be placed on a reemployment list for the class of position from which they resigned. Such application must be made within one (1) year after the effective date of resignation.

10.03.04 The names of persons laid off shall precede the names of persons granted reemployment privileges after resignation. The names of persons requesting reemployment after resignation shall be placed on the appropriate eligible list in the order of date of application for employment.

10.03.05 The names of any person laid off shall continue on the appropriate reemployment list for a period of two (2) years after it is placed thereon. Names of all other eligibles requesting reemployment shall be automatically removed from said list at the expiration of one (1) year, unless extended by the Board of Directors.

### 10.04 DETAILED PROCEDURE OF LAY-OFF REINSTATEMENT

10.04.01 The names of such persons laid off in accordance with the provisions of Section 10.01 of these Personnel Rules shall be placed upon a reemployment list in inverse order of seniority, i.e., the person with the greatest seniority on the reemployment list for the classes affected shall be offered reinstatement when a vacancy exists in the affected class. In the event the person refuses the offer of reinstatement, such person's name shall be removed from the reemployment list.

10.04.02 In the event an employee accepts reinstatement to a lower class to which they are entitled, such person's name shall remain on the reemployment list for reinstatement to a lateral class provided such person, except for lack of seniority, would have been otherwise entitled to such lateral class at the time of the most recent layoff

10.04.03. Any person who is reinstated to a class which is the highest class to which they would have been entitled at the time of the layoff shall have their name removed from the reemployment list.

10.04.04 In the event the person on layoff cannot be contacted by the Authority through usual and customary channels within ten (10) working days such person's name shall be removed from the reemployment list, providing, however, that such person within the two year period specified herein may request that their name be replaced on the reemployment list and such person's name may, on the sole discretion of the Executive Director, be returned to the reemployment list.

10.04.05 In no event shall the name of any person laid off remain on a reemployment list for a period longer than two years from the effective date of such person's most recent layoff.

10.04.06 Upon reinstatement to any classification to which the employee is entitled, all benefits acquired by the employees prior to his layoff shall also be reinstated. An employee shall not receive credit for time spent on layoff in computing time for any benefit entitlement.

10.05 REINSTATEMENT FROM LAYOFF OR VOLUNTARY DEMOTION IN LIEU OF LAYOFF

10.05.01 An employee whose name is on a Reemployment List due to layoff through no fault or delinquency on the part of the employee or an employee whose name is on a Reemployment List due to acceptance of a voluntary demotion in lieu of layoff shall be reinstated to their former class or a comparable class without competitive examination when a position becomes vacant.

10.05.02 A medical or psychological examination may be required prior to reinstatement pursuant to Section 5.

10.05.03 Upon reinstatement, the employee shall be assigned to the appropriate range and the employee's former step for the class and shall retain their former anniversary date for the purposes of merit step increases. If the employee's anniversary date occurred during the period of absence, the employee's new anniversary date shall be the first day of the next pay period following reinstatement.

## SECTION 11

### GRIEVANCE POLICY

#### 11.01 POLICY

The Authority wishes to provide each employee fair and impartial treatment. Accordingly, it has established the following grievance procedure that is available to all non-supervisory employees who have completed their probationary period. A grievance procedure is intended to provide an orderly process whereby employees in the career service may have their problems and complaints considered as fairly and rapidly as possible without fear or reprisal. Nothing in this grievance procedure is intended to create an express or implied agreement that alters the employment relationship. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision.

#### 11.02 GRIEVANCE DEFINED

A grievance will be considered to exist when an unresolved problem, complaint, misunderstanding or disagreement exists; and an employee or group of employees have a factual complaint relating to employment or working conditions; or an employee or group of employees believe an injustice has been done because of lack of Authority policy, a deviation from a policy or a disagreement with another employee or supervisor. A grievance does not concern formal discipline nor complaints about the disciplinary process. A grievance is not available to effect changes in the established wage rates and fringe benefits.

#### 11.03 PROCEDURE

Any deviation from the procedures in Levels 1 and 2 below, shall be approved in advance by the Authority and the grievant; otherwise the grievance shall have been considered abandoned by the employee and no longer subject to grievance or appeal.

11.03.01 Level 1 - Executive Director. Any career service employee or group of career service employees having a grievance shall first discuss the grievance with the Executive Director within ten (10) working days of the occurrence which caused the grievance. The Executive Director shall prepare and deliver a written response to the grievant by the end of the sixth (6) working day from the date of the meeting. If the Executive Director's answer to the grievance does not satisfactorily adjust the grievance, in the opinion of the employee(s), the employee(s) shall proceed within six (6) working days, from the date of the Executive Director's response, to the next step in the grievance procedure.

11.03.02 Level 2 - Board of Directors. In the event the employee is not satisfied with the decision of the Executive Director, they may appeal the decision to the Board of Directors within ten (10) calendar days from the date of the Executive Director's written response.

- (a) Method of Appeal: The appeal shall be addressed to the Board of Directors and filed with the Board Secretary. The appeal shall explain in detail the matter being appealed; set forth the specific action(s) desired; list reasons for the desired action; and reasons why the Board of Directors should overrule the Executive Director.

When an appeal has been filed, the Board Secretary shall forward it to the Board of Directors for their review along with any other appropriate information.

- (b) Findings. When an appeal has been filed, the Board of Directors shall make such investigation of the matter as they deem necessary, which, at the discretion of the Board of Directors, may include: (i) hearing, (ii) review of existing data only, or (iii) any other information gathering process appropriate.

If a hearing is held on the grievance, the Board of Directors shall cause the hearing to be recorded by electronic means, i.e., an electronic recorder, provided by the Authority.

After reviewing the information gathered, the Board of Directors shall render its written decision on the appeal. The Board of Directors' decision concerning a grievance on all matters shall be final and shall represent the final step in the grievance procedure. The grievant, after reaching this step, shall have exhausted all administrative procedures of the Authority.

## SECTION 12

### THE COMPENSATION PLAN

#### 12.01 MAINTENANCE OF PLAN

The Executive Director shall periodically recommend for adoption by the Board of Directors a compensation plan. The compensation plan shall include for each class a minimum and maximum rate and such intermediate rates as are considered necessary or equitable. Flat rates may be used instead of salary ranges where appropriate. The rate or pay range assigned to each class shall be such as to reflect fairly the differences in the duties and responsibilities between it and other classes and shall take into account rates paid by other employers for comparable work in both public and private employment, the Authority's financial condition and policies, unusual problems of recruitment and turnover, and other relevant factors.

#### 12.02 ADMINISTRATION OF PLAN

12.02.01 Rates of Pay. Each employee in the career service shall be paid a rate of pay within the salary range for the class in which employed.

Monthly salaries for all employees, detailed by position, range, steps, and effective date, are found in Appendix A of these Personnel Rules. (Note: The salary for the Executive Director is not subject to ranges and step but is solely determined by action of the Board of Directors). Appendix A may be replaced, as necessary, from time to time.

12.02.02 Entrance Salary. An employee shall be appointed at the entrance rate for the class (Step A), except when the Appointing Power believes it is necessary to make an appointment or reinstatement above the entrance rate. Authorization for appointment above the entrance rate must be obtained from the Executive Director for Step B, and from the Board of Directors for Steps C, D or E. In determining such requests, the Executive Director shall give consideration to unusually high qualifications of the candidate, outstanding experience, availability of applicants, and the resulting salary relationship with other similar positions. The reemployment of employees who have been laid off through no fault of their own will normally be made at the same step the employee held at the time of layoff.

12.02.03 Merit Salary Increases. Merit salary increases are not automatic. The Executive Director shall approve merit increases only for those employees who have demonstrated appropriate standards of work performance.

12.02.04 Eligibility for Merit Salary Increases. A new employee, promoted employee, or employee reclassified to a class having a higher salary range shall be eligible for a merit increase on the first pay period following satisfactory completion of twelve (12) months service, and thereafter shall be eligible for an additional salary increase upon

satisfactory completion of twelve (12) months of service following any merit salary adjustment until the maximum rate authorized for the class is attained. Work performance and employee conduct shall guide Supervisors in determining whether step advancements have been earned. The Executive Director may deny or delay a merit increase until such time as the employee demonstrates appropriate standards of work performance. For a permanent employee, the Executive Director shall give written notice in accordance with Section 8.03. A permanent employee may appeal such denial or delay in the manner prescribed in these Rules. An employee shall be eligible for a merit salary increase during any authorized and compensated leave; provided, however, that if said leave continues for more than sixty (60) consecutive working days, except for approved paid vacation or paid educational leave, the employee shall not be eligible for a merit salary increase until the first day of the month following the employee's return to work.

12.02.05 Movement to a Higher Classification. When a career service employee is promoted or reclassified to a class having a higher salary range, the employee shall be paid at the first step of the assigned range, except that if the first step is lower than the employee's current salary, the employee shall be paid at the salary step which is one step higher than the employee's current salary. If the date of the promotion or reclassification occurs on or before the 15th day of the month the new anniversary date shall be the 1st day of the month for purposes of merit pay increases. If the date of the promotion or reclassification occurs after the 15th day of the month the new anniversary date shall be the 1st day of the succeeding month for purposes of merit pay increases.

12.02.06 Working Out of Class. When an employee is temporarily assigned to work in excess of eighty (80) hours in a higher classification, the employee shall be paid at the wage rate of the classification to which the employee is temporarily assigned, at a step that is at least 5% higher than the employee's current rate, but in no event higher than the top wage rate of the temporary classification. In this context, assigned to work does not include merely filling in to cover the most important job duties of the open position, but signifies the substantial performance of the entire job. This temporary assignment must exceed eighty (80) hours and be initiated by a personnel form approved by the Executive Director. Limited term appointments in a vacant position shall not exceed 960 hours worked within each fiscal year.

12.02.07 Demotion Without Cause. An incumbent career service employee, reclassified to a lower job classification for reasons which do not reflect discredit on the employee's employment record, shall retain their rate of pay and anniversary date for purposes of merit pay increases; or shall be placed in the step of the lower salary schedule closest to the employee's rate of pay.

12.02.08 Demotion for Cause. An incumbent employee who is demoted for cause shall be placed in the step of the lower salary schedule that will provide a reduction in pay of not less than five (5) percent. The employee shall be given a new anniversary date for purposes of merit pay increases which will be the effective date of such demotion.

12.02.09 Transfer. When an employee is transferred from one classification to another classification having the same salary range, the employee's pay and anniversary date for merit pay increases shall remain the same.

#### 12.03 COST OF SALARY INCREASES

The Executive Director must certify that sufficient funds are available to cover the cost of salary increases as provided in these Rules and that no budgetary deficiency will thereby be created.

#### 12.04 SALARY RANGE ADJUSTMENTS

Salary range adjustments shall be effective on the date specified by the Board of Directors. Salary range adjustments are to be distinguished from merit salary increases, as they are not intended to give recognition to length or quality of service. The salary rate of an employee whose salary range is adjusted will be adjusted to the same step in the revised salary range. Such adjustments will not change an employee's eligibility for merit salary increases.

#### 12.05 PAY PERIOD

Regular compensation for all employees shall be paid on or before noon on the 5<sup>th</sup> calendar day after the conclusion of the preceding month. If the 5<sup>th</sup> day falls on a weekend or holiday, the pay day shall be the final working day before that weekend or holiday.

Except as otherwise provided by law or contractual obligation, whenever an employee terminates their employment, a final paycheck will be prepared for the employee for all compensation earned through the date of termination. Such final paycheck will be issued to the employee on the regular payday date.

#### 12.06 PARTIAL PAY PERIOD

Salary for employees working less than a complete schedule in a pay period shall be computed at the hourly rate of pay for the appropriate classification. The hourly rate of pay is calculated by dividing the annual salary by 2080 hours. Holidays shall be considered as workdays, providing the employee is on the payroll the workday before and the workday after the holiday.

#### 12.07 OTHER COMPENSATION

12.07.01 Jury Pay. If an employee is required to report for jury duty, the Authority will continue to pay the employee their regular salary, with no deduction to Annual Leave, up to a total of ten (10) working days. Any compensation received for jury duty for those ten days shall be reimbursed by the employee to the Authority.

12.07.02 Car Allowance. The Executive Director shall receive a monthly car allowance of \$300 in return for the unlimited use of their personal automobile for Authority business within fifty (50) highway miles of Yuba-Sutter Transit's Administrative Office. Any travel beyond this distance will be substantiated and reported by the Executive Director and compensated by the Authority at current IRS mileage rates.

All other employees will be compensated for use of their personal automobile for Authority business at the current IRS mileage rate. Employees using their personal automobile for Authority business must maintain a valid California drivers' license and minimum auto insurance of \$100,000 per person, \$300,000 per accident, and will provide and regularly update proof of this coverage to the Authority.

12.07.03 Longevity Pay: The Authority will provide longevity pay for full time permanent employees (except for the Executive Director position) under the following circumstances:

- (1) An employee shall receive a five percent (5%) adjustment above their base salary after seven (7) continuous years of full-time service to the Authority if at least three (3) of those seven (7) years were at the top step of the applicable pay range within their classification (for example: Step E of the Administrative Assistant II range) while maintaining satisfactory performance evaluations.
- (2) An employee, after twelve (12) continuous years of full time service shall be receive an additional five percent (5%) adjustment above their base salary provided that at least seven (7) of those twelve (12) years were at the top step of the applicable pay range within their current classification while maintaining satisfactory performance evaluations. The maximum adjustment following twelve (12) years of continuous full time service pursuant to this Section shall be a maximum of a ten percent (10%) adjustment if the employee was eligible for a five percent (5%) adjustment after seven (7) years of continuous service as specified in paragraph 1, above. If the employee did not meet the criteria for a five percent (5%) adjustment after seven (7) years of continuous service as specified in paragraph 1 above, the maximum adjustment pursuant to this Section after twelve (12) years of continuous service shall be five percent (5%) of base salary.
- (3) An employee, after twenty (20) years of continuous full time service shall be entitled to a five percent (5%) adjustment above base salary, provided that at least seventeen (17) of those twenty (20) years of service were at the top step of the applicable pay range within their current classification while maintaining satisfactory performance evaluations. The maximum upward adjustment after twenty (20) years of continuous full time service shall be fifteen percent (15%) above base salary, provided that if an employee was not eligible for an increase pursuant to either subparagraphs 1 or 2 above, then, in such event, the adjustment after twenty (20) years of continuous full

time service could be a total of ten percent (10%) above base salary or five percent (5%) above base salary depending upon whether or not the employee met the eligibility requirements for adjustments after seven (7) years of continuous full-time service and twelve (12) years of continuous full-time service as specific in subparagraphs 1 and 2 above, respectively.

## SECTION 13

### HOURS OF WORK AND PAYMENT OF WAGES

#### 13.01 HOURS OF WORK - GENERAL

13.01.01 Hours of Work. The basic work schedule for all employees, except the Executive Director, is defined as forty (40) hours, consisting of five (5) consecutive eight (8) hour days, Monday through Friday. A non-paid lunch period shall be provided near the middle of the work period. All employees will be entitled to one 15-minute break during mid-morning, and one 15-minute break during mid-afternoon.

The Executive Director, in order to provide the best service to the public, may establish work schedules which vary employees work days and hours, as long as the basic work week is not in excess of forty (40) hours. Offices will generally be open to serve the public from 8:00 a.m. to 12:00 noon, and from 1:00 p.m. to 5:00 p.m., unless the Executive Director has given prior approval to close the office.

13.01.02 Overtime Compensation. All employees, except the Executive Director, are eligible for overtime compensation. Overtime work and compensation shall be approved by the Executive Director. Compensation for overtime shall be computed and paid as follows:

- (a) Time worked in excess of eight (8) hours in a work day, or forty (40) hours in a work week. Hours worked shall be defined as all hours within the service of the Authority. Annual leave, holidays, and other compensatory time off (CTO) hours are not actually hours worked and they do not count towards overtime pay;
- (b) Time worked on a non-work day, unless other time off is granted during the same work period; and
- (c) Time worked on a holiday shall be at straight time (8 hours for the holiday, plus straight time for hours worked).

Employees who are eligible for overtime compensation shall be paid at a rate equivalent to one and one-half (1 1/2) times the employees' regular rate of pay or, with the prior approval of the supervisor, may accrue compensatory time off (CTO). CTO for any overtime shall be accrued at a rate of one and one-half (1 1/2) CTO hours for each hour worked. CTO may be accumulated to a maximum of 40 hours. All overtime earned beyond this maximum shall be subject to cash payment, but the method of payment (i.e., CTO or cash) shall be approved by the Executive Director before the work is undertaken. Overtime shall be computed to the nearest one-quarter (1/4) hours. An employee cannot use a combination of work hours and leave time within an eight (8) hour day to create overtime for himself or herself without prior approval of the Executive Director.

13.01.03 Tardiness Policy. At the discretion of the Executive Director, those employees who fail to report to work fifteen (15) minutes after their normal reporting time shall have a quarter of one hour reduced from their pay for that pay period; employees who fail to report within thirty (30) minutes of their required reporting time shall have deducted one-half of one hour of pay from their pay for the pay period. Any employee who fails to report to work beyond thirty (30) minutes on one work day shall have deducted from their pay one hour of compensation and one additional hour of compensation for each hour thereafter late on any one day. Repeated tardiness shall not be tolerated or excused, and will be subject to disciplinary action.

### 13.02 PAYMENT OF WAGES

The Executive Director shall furnish the Fiscal Officer with payroll and attendance records for their personnel duly certified for payment and approved as to validity three (3) days in advance of the actual payday. The payday shall be in accordance with Section 12.05.

### 13.03 PAYROLL DEDUCTIONS

Deductions of authorized amounts may be made from employee's pay for the following purposes:

- (a) Federal Withholding Tax;
- (b) State Withholding Tax;
- (c) Contributions to Retirement Program under PERS;
- (d) Payment for medical insurance premiums, if any;
- (e) Deferred Compensation, if any;
- (f) Wage Garnishments or Court Orders, if any;
- (g) Other purposes authorized by the Board of Directors; and
- (h) Additional elections authorized by employee.

For all deductions not mandatory or a condition of employment, the Authority shall obtain written permission from the employee prior to a deduction being initiated, and shall be effective until revoked in writing.

## **SECTION 14**

### **HOLIDAYS**

#### 14.01 **HOLIDAYS - GENERAL**

The following days shall be recognized as holidays, and permanent employees receive the following holidays off with pay:

New Year's Day  
Martin Luther King Jr. Day  
Presidents Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
The day following Thanksgiving  
Christmas Eve  
Christmas Day

Birthday (one day on the employee's birthday, or an equivalent time off on another subsequent day in lieu of the employee's birthday as approved by the employee's supervisor).

Every day appointed by the President or Governor, and approved by the Board of Directors, for a public holiday or in memorial, or such other temporary holidays as established by the Board of Directors.

Before the end of each calendar year, a schedule will be provided of the actual dates upon which the above holidays will be observed during the following year.

#### 14.02 **HOLIDAY ELIGIBILITY**

In order to be eligible for holiday pay, an employee may not be on suspension or unpaid leave on either the regularly scheduled workday immediately preceding or immediately following the observed holiday.

**SECTION 15**

**ANNUAL LEAVE**

15.01      ACCRUAL OF ANNUAL LEAVE

Employees shall be entitled to the following Annual Leave accruals per month:

<u>Years of Service</u>	<u>Hours Accrued per Month</u>
Less than 5 years	16
At least 5 and less than 10 years	18
At least 10 and less than 15 years	20
At least 15 and less than 20 years	22
At least 20 years	24

Annual leave shall be credited on the last day of the month when annual leave is earned. An employee who starts work after the first day of the month shall not begin to accrue annual leave until the first day of the month following the month in which the employee begins work.

An employee shall continue to accrue annual leave during any authorized and compensated leave; provided, however, that if said leave continues for more than sixty (60) continuous days, no annual leave shall be accrued for any time on paid leave in excess of the sixty-day period. The employee shall not accrue annual leave during any unpaid leave of absence.

Accrued leave for an employee who leaves or is terminated prior to working a complete schedule in a pay period shall be computed at the hourly rate of leave for the appropriate years of service. The hourly rate of leave is calculated by dividing the number of hours worked in the period by the number of hours available to work, multiplied by employee's rate of hours accrued per month as shown in the table above. Holidays shall be considered as hours worked, providing the employee is on the payroll the workday before and the workday after the holiday and included in the number of hours available to work.

15.01.01      Regular Part-time Employees. A regular part-time employee (regularly scheduled more than 20 hours per week, 1040 annual) shall accrue Annual Leave in the proportion that the employees' actual hours of service bear to full-time hours of service. Such Annual Leave shall be earned for each full calendar month of part-time service based on the number of hours worked. Use of Annual Leave shall be on an hour for hour basis. A regular part-time employee who leaves or is terminated will be paid the regular hourly rate for all accrued leave as of the last day worked.

## 15.02 USE OF ANNUAL LEAVE

Annual Leave may be used for vacation, illness, injury, death in the family, medical and dental care, maternity, or personal business. Annual Leave shall be scheduled in advance, except for sudden and unforeseen illness, injury, or family emergency. When the employee desires to use Annual Leave for other than sudden and unforeseen illness, injury, or family emergency, such time shall be scheduled by the Executive Director with due regard to the needs of the Authority, the desire of the employee, and the employee's seniority. Employees shall accrue, and may use, annual leave earned, if approved by the Executive Director. Each employee shall have eight (8) hours deducted from their accrued Annual Leave for each full day of Annual Leave taken. Annual Leave may be taken in increments of not less than 15 minutes (.25 hours), and all time taken off shall be recorded on the employee's time sheet.

Fringe benefits which the employee received while working will continue unchanged during the use of Annual Leave.

## 15.03 PAYMENT FOR UNUSED LEAVE

As of November 30<sup>th</sup> of any year, an employee may carry over unused Annual Leave up to a maximum of 384 hours (48 days). Any time accumulated in excess of 384 hours shall be paid to the employee. Furthermore, during the month of November, an employee may request pay in lieu of Annual Leave. Requests for such payments shall be granted, so long as the full-time employee has at least 80 hours of earned Annual Leave credits remaining after such sale. A regular part-time employee will be required to retain a minimum of 40 hours. Pay for either of these situations will be at the employee's regular hourly rate of pay and will be paid by December 5<sup>th</sup>. The amount of this payment will be included in the employee's taxable income reported to the IRS.

A permanent employee who terminates or is terminated shall be paid at their regular hourly rate of pay for all accrued unused Annual Leave as of the last day worked. In case of death, compensation for accrued Annual Leave shall be paid in the same manner that salary due the decedent is paid.

## 15.04 FAMILY LEAVE

In accordance with the Federal Family and Medical Leave Act, and the California Family Rights Act, the Authority will grant job-protected unpaid family and medical leave to eligible employees.

15.05        ADMINISTRATIVE LEAVE

The Executive Director will receive Administrative Leave at a rate of 6.7 hours per month. This leave may be used in lieu of Annual Leave under the same circumstances as listed in Section 15.02 above. A balance may accrue from one year to the next but may never exceed 160 hours at any one time. Administrative Leave will be prorated on a daily basis upon termination from service with the Authority, calculated as shown in 15.01 above. Furthermore, Administrative Leave may be sold back to the Authority only upon termination at a rate calculated as shown in 15.03 above.

## **BENEFITS**

### **SECTION 16**

#### **16.01      HEALTH INSURANCE**

The Authority will provide health insurance through the PERS Health Plan. The employee may choose any health care provider available through PERS at the rate established by PERS for each carrier and will be subject to the rules and allowances detailed within the PERS contract.

The Authority will pay for health insurance for the employee and their dependents at a rate of the lowest available HMO or PPO if no HMO is locally available. If the employee chooses a health care provider with a higher rate, the employee will reimburse the Authority for the difference in the rates through payroll deduction.

Employees may elect not to be covered under the PERS Health Plan. Should an employee make this election, the employee must provide to the Executive Director proof of medical insurance through another provider. Any employee electing not to receive medical insurance will receive a \$250 medical allowance, which will be included in the employee's taxable income reported to the IRS and included in the regular rate of pay for purposes of calculating overtime and leave payout.

#### **16.02      DENTAL INSURANCE**

The Authority will provide dental insurance for employees and their dependents at a level determined by the Board of Directors.

Detailed information regarding the dental plan should be obtained by reading the current plan document, which is incorporated herein by reference.

#### **16.03      VISION INSURANCE**

The Authority will provide self-insured vision benefits for employees and their dependents. The Authority will reimburse the employee (upon proof of expenditure) for all eligible costs, which include examinations, lens, frames, and contact lens. The maximum reimbursement per fiscal year will be \$250 per person (employee or dependent), and \$600 per family. Expenditures for examinations, lens or contact lens may be reimbursed once every fiscal year. Expenditures for frames may be reimbursed every two fiscal years.

#### **16.04      LIFE INSURANCE**

The Authority will provide \$100,000 in double indemnity life insurance for the Executive Director and \$50,000 for all other permanent employees. The imputed cost of coverage

in excess of \$50,000 will be included as income, using the IRS Premium Table, and are subject to taxes. The terms of the policies are included in the group insurance certificate, which is incorporated herein by reference.

#### 16.05 SURVIVORS BENEFIT

The Authority contracts for survivor benefits for all employees at PERS level 3.

#### 16.06 LONG-TERM DISABILITY

The Authority will provide, at no cost to the employees, long-term disability insurance coverage for non-job related illnesses and injuries. The terms and conditions of the plan are contained in the group insurance certificate, which is incorporated herein by reference.

During the use of the long-term disability, the health insurance normally received by the employee shall continue for ninety-two (92) days, beginning the date of the injury/illness, or the date of first use of the disability plan, whichever occurs first. If the employee is disabled for more than 92 days, the employee may continue their health coverage by paying the monthly premiums subject to COBRA, until the employee returns to work, retires, or for a period of two years, whichever occurs earlier.

#### 16.07 RETIREMENT

16.07.01 PERS. For employees hired prior to January 1, 2013, the Authority will provide such employees with the PERS 2% at 55 Retirement Contract. The Authority will pay all employer costs and 0% of the normal employee costs. These same provisions will also apply to employees hired on or after January 1, 2013 who are not governed by the provisions of the Public Employees' Pension Reform Act of 2013 (PEPRA).

For employees hired on or after January 1, 2013, to the extent such employees are subject to the provisions of PEPRA, such employees shall be provided the PERS 2% at 62 Retirement Contract and such employees shall pay the employee's portion of the 2% at 62 PERS contract.

16.07.02 Other Post-Employment Benefits. Plan Description: The Authority administers a single-employer defined benefit postemployment healthcare plan. Healthcare benefits are provided to eligible retirees and their dependents through the California Public Employees' Retirement System healthcare program (PEMHCA). Benefit provisions are established and may be amended by the Authority. No assets are accumulated in a trust that meets the criteria in paragraph 4 of Statement 75. No prefunding contributions are being made to the Plan.

Benefits Provided: The Authority provides a retiree medical contribution for employees who retire within 120 days of separation from the Authority under CalPERS.

The Authority's contribution is capped at the CalPERS Minimum Employer Contribution as it may be adjusted from time to time (currently \$143 per month as of January 1, 2021). The benefit continues to surviving spouses and dependents. Retirees may select any retiree medical plan and coverage category offered by CalPERS, including spouse and family coverage, but must incur the cost of premiums exceeding the Authority's contribution.

For employees hired by the Authority on or before January 1, 2013, upon retirement from Authority service, regular full-time or eligible part-time employees who have reached age fifty (50), have served a minimum of five (5) years of accumulated CalPERS service, may be eligible for benefits. For employees hired by the Authority after January 1, 2013, upon retirement from Authority service, regular full-time or eligible part-time employees who have reached age fifty-two (52), have served a minimum of five (5) years of continuous service with the Authority are eligible.

16.07.03 Medicare. All employees shall be subject to Medicare withholding. However, the Authority will pay the 1.45% employee portion.

#### 16.08 DEFERRED COMPENSATION

Employees are eligible to participate in a deferred compensation plan, as provided by the Authority. The Authority shall offer a payroll deduction program to allow employees to designate a portion of their salary to be deferred. These contributions shall be made by the employees on a voluntary basis. In addition to employee contributions, if any, the Authority shall deposit in each active deferred compensation account an amount equal to \$200 each month for the Executive Director and \$100 each month for all other permanent employees.

#### 16.09 COBRA BENEFITS

Should an employee or dependent become eligible for continuation of health benefits pursuant to COBRA, the eligibility and administration of those benefits shall be in compliance with prevailing law.

#### 16.10 INDUSTRIAL INJURY AND WORKER'S COMPENSATION

Eligibility for Worker's Compensation benefits and the administration of those benefits shall be in compliance with the laws of the State of California.

## **SECTION 17**

### **LEAVE OF ABSENCE**

#### **17.01 LEAVE OF ABSENCE WITH PAY**

In the event an employee in the career or executive service is duly summoned to any court, judicial or quasi-judicial body, or legislative committee for the purpose of performing jury service or serving as a witness in response to a subpoena or other direction by proper authority, the employee shall receive their regular compensation, for up to ten (10) working days, for any regularly scheduled working hours spent in the actual performance of such service, provided, however, that the fees received for such service, except mileage or subsistence allowance, be assigned to the Authority. A paid leave of absence shall be granted for time spent in court when the required attendance is connected with the employee's official duty or a criminal case to which the employee is not a party. A paid leave shall not be granted for a court appearance to which the employee is a party, except when the employee uses their annual leave.

#### **17.02 LEAVE OF ABSENCE WITHOUT PAY**

In instances where the work will not be seriously handicapped by the temporary absence of an employee, the Executive Director may grant a leave of absence without pay not to exceed one month. Request for such leave must be in writing and must establish reasonable justification for approval of request. Such leave may be extended with approval of Board of Directors.

17.02.01 Fringe Benefits. All fringe benefits, including time in step, shall cease to accumulate during any period of leave of absence without pay, except that such employee shall be entitled to maintain any medical or life insurance program in effect, provided that the cost of all such insurance shall be borne solely by the employee.

17.02.02 Replacement. When a regular position is vacant due to an official leave of absence, the position may be filled for the length of that leave, and any extension thereof. Any person filling such position shall be a temporary employee. Upon the return of an employee from leave of absence, the replacement for the employee on leave shall automatically revert back to the position held before the leave, if previously in the Authority service, or if not previously in the Authority service, they shall be separated unless there is a vacant authorization position which is filled in accordance with these Rules.

17.02.03 Authorization. An official leave of absence may be authorized only after all accumulated annual leave and compensatory time off have been utilized.

17.03        EDUCATIONAL LEAVE

Upon approval of the Executive Director, an employee may be granted an educational leave with pay for education or training. For any educational leave with pay which will be longer than one (1) week, a request must be submitted to the Board of Directors for approval.

Upon approval of the Executive Director, an employee may be granted educational leave without pay under the provisions of Section 17.02, Leave of Absence Without Pay.

## **SECTION 18**

### **MILITARY LEAVE**

#### **18.01      GENERAL**

Authority policy relating to military leave shall be in accordance with the provisions of the Military and Veteran's Code of the State of California.

#### **18.02      MILITARY LEAVE WITH PAY**

An employee who has served with the Authority for six (6) months or more immediately preceding a request for military leave, and who is a member of the National Guard, the Naval Militia, or of any reserve component of the armed forces of the United States or of the United States Public Health Service, is entitled to a leave of absence for a period not exceeding thirty (30) calendar days in any calendar year. Any employee who is granted military leave with pay shall be paid at their regular rate of pay to a maximum of thirty (30) calendar days in any calendar year, while on leave. Such leave shall be granted without loss of time, other leave, and without impairment of merit ratings or other rights or benefits to which the employee is entitled. An employee required to perform active duty with one of the above-mentioned organizations for a period in excess of that for which compensation may be paid hereunder may be granted a leave of absence without pay. Military leave with pay may be granted only when an employee receives bona fide orders to active or training duty for a temporary period and shall not be paid if the employee does not return to their position immediately following the expiration of the period for which the employee was ordered to duty plus reasonable travel time connected therewith. The employee shall furnish a certified copy of such order to the employee's Department Head.

#### **18.03      MILITARY LEAVE WITHOUT PAY**

An employee with regular status shall be entitled to a military leave of absence without pay during a period of service with the armed services of the United States. The employee, upon discharge under conditions other than dishonorable, may return to and re-enter a position in the same class as their last held position, at the salary rate prevailing for such class, within three (3) months after the termination of the employee's active service with the armed forces. Authority service shall not be deemed to be interrupted by such leave for the purpose of these Rules. An employee's status with reference to seniority, promotion, or continuance in office shall not be prejudiced by reason of absence for this purpose. An employee with a dishonorable discharge may appeal to the Board of Directors for reinstatement. The Board of Directors shall hold a hearing and determine whether the employee is eligible for reinstatement.

Employee's right to return and re-enter the Authority service shall not extend to an employee who fails to return and re-enter to the position within twelve months after the first date upon which he could terminate his active service with the Armed Services of the United States.

18.04        PHYSICAL RE-QUALIFICATION

If, after a military leave with or without pay, it is established that the employee is not physically qualified to perform the duties of their former position by reason of such service, the employee may be reinstated in other work that they are able to perform at the appropriate level of pay of the employee's former class if such position is available.

**SECTION 19**  
**SAFETY POLICY**

19.01        **GENERAL POLICY**

Both the Authority and its employees recognize their mutual responsibility for safe working conditions. The Yuba-Sutter Transit Authority believes that safe working conditions for each of its employees can be attained through use of safety equipment, by proper job instruction, frequent review of safe work practices, and adequate supervision. The purpose of this section of the Rules is to define the Yuba-Sutter Transit Authority policy with reference to safety practices and establish responsibility for the administration and coordination of an effective safety program as herein outlined.

19.02        **GENERAL RESPONSIBILITIES**

19.02.01    **Yuba-Sutter Transit Authority Responsibility.** The Yuba-Sutter Transit Authority recognizes the need for the development of safe working practices for every job. It promotes the advancement of safety in design of buildings, equipment, tools, and other devices.

19.02.02    **Employee Responsibility.** All employees are required as a condition of their employment to follow all established safety practices.

19.03        **DETAILED PROCEDURES**

19.03.01    **Yuba-Sutter Transit Authority Responsibility.** Although detailed practices will depend upon the safety requirements of the departments, the general pattern of the plan shall be as follows:

- (a)    **Safety Information.** Safety information shall be given to employees, either through group meetings or by discussion with individual employees. Safety rules shall be developed and formulated for safe working practices.
- (b)    **Hazardous Working Conditions.** All such conditions reported shall be studied and corrected through either the elimination of the hazard or by proper job instruction and adequate supervision.

19.03.02    **Employee Responsibility.**

- (a)    **Condition of Employment.** All employees shall be required, as a condition of their employment, to follow all safety practices which are established for the protection of themselves, their fellow employees, and the public.

- (b) Employee Cooperation. The Authority expects that each employee will accept safety as a personal matter and cooperate in the safety program by developing safe work habits and by reporting hazardous working conditions.

## **SECTION 20**

### **DRUG-FREE WORKPLACE POLICY**

#### 20.01 **GENERAL**

The Yuba-Sutter Transit Authority is committed to providing and maintaining a drug-free workplace consistent with the provisions of the Drug-Free Workplace Act of 1988.

Unlawful manufacture, distribution, dispensing, possession of, or use of any controlled substance in the Authority offices or on Authority property is strictly prohibited. Compliance with this prohibition is a condition of Authority employment. Employees violating this prohibition will be subjected to disciplinary action, up to and including termination.

The Authority will provide a drug-free awareness program to inform its employees about:

The dangers of drug abuse in the workplace;

The Authority's policy of maintaining a drug-free workplace;

Drug counseling, rehabilitation, and other employee assistance programs that are available; and

The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Any employee who has been convicted of violating any criminal drug statute in the workplace is required to notify the Executive Director within five days after such conviction. Within ten days after receiving such notice of conviction, the Executive Director shall notify the appropriate state agency and other federal funding agencies requiring such notification, as mandated by the Drug-Free Workplace Act of 1988. Within thirty days of receiving notice of such conviction, the Executive Director shall also take one of the following actions with respect to any employee so convicted: Initiate disciplinary action and/or require the convicted employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

## SECTION 21

### HARASSMENT IN EMPLOYMENT POLICY

#### 21.01 PURPOSE

To define and issue to all employees the Yuba-Sutter Transit Authority's policy regarding the prohibition of harassment in employment.

#### 21.02 POLICY

The Authority is committed to providing a work environment that is free of discrimination. This policy applies to all agents and employees of the Authority, including supervisors, managers, co-workers, and non-supervisory employees, and to non-employees and third parties with whom an employee comes into contact, who engage in unlawful harassment in the workplace. It extends to harassment of any employee, applicant, unpaid intern or volunteer of or by vendors, independent contractors, and others doing business with the Authority. Furthermore, it prohibits unlawful harassment in any form, including verbal, physical and visual harassment, and prohibits retaliation of any kind against individuals who file complaints in good faith or who assist in the Authority's investigation.

Sexual harassment includes, but is not limited to, making unwanted sexual advances and requests for sexual favors where either (1) submission to such conduct is made an explicit or implicit term or condition of employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. Employees who violate this policy are subject to discipline up to and including the possibility of immediate discharge.

Any employee or other person who believes they have been harassed by a co-worker, supervisor, manager, agent of the Authority or a non-employee should promptly report the facts of the incident or incidents and the names of the individuals involved to their supervisor. It is the responsibility of each employee, independent contractor, and other person immediately to report and violation or suspected violation of this policy. The U.S. Equal Employment Opportunity Commission and California Department of Fair Employment and Housing also accept complaints.

All complaints will be promptly investigated and there will be appropriate corrective action, including appropriate options for remedial actions and resolutions, such as possible disciplinary action, when it is warranted. A complaint will be designated as confidential, to the extent possible, but cannot be kept completely confidential. It will lead to a fair, impartial, thorough and timely investigation by qualified individuals, documentation and tracking for reasonable progress and timely closure based on the evidence collected.

Employees should feel free to report claims and participate in any investigation without fear of retaliation of any kind. Employees will not be subject to retaliation for registering a complaint of unlawful harassment, retaliation, or discrimination.

#### 21.03        PROCEDURES

An employee who believes that they have been harassed on the job should inform their immediate supervisor or the Executive Director at the earliest possible time. The employee has the option to use the Grievance Procedure found in Section 11 of these Personnel Rules.

The employee initiating a harassment complaint, and other persons involved have an expectation of confidentiality. If the employee desires, the investigation will, if practicable, be conducted in such a way that the person's identity will not be disclosed. When confidentiality cannot be assured, the employee will be apprised of this fact before additional proceedings commence. It must be recognized, however, that in order to take disciplinary action against an employee, based on a charge of discrimination, it may be necessary to disclose the complainant's name and other details regarding this matter.

#### 21.04        RESPONSIBILITY

- (a) All Authority employees shall be responsible for compliance with the intent of the law and Authority policy.
- (b) Managers and supervisors are responsible for proper conduct of their employees and shall accordingly, ensure that their employees are aware of this policy.
- (c) It is the responsibility of the Executive Director to provide guidance, investigate charges of impropriety, and recommend appropriate action.

Questions regarding this policy or procedures related to the resolution of complaints should be directed to the Executive Director.

## **SECTION 22**

### **REPORTS AND RECORDS**

#### **22.01      OFFICE RECORDS**

The Executive Director shall keep all official personnel records necessary for transactions and reference and for making reports showing administrative actions including records of all examinations, employment lists, employment history of each employee, history of each position, classification plan, compensation plan, files, books, and correspondence.

#### **22.02      REPORTS OF PERSONNEL TRANSACTIONS**

No employee shall have any comment adverse to the employee's interest entered into their personnel file without the employee having first read and signed the instrument containing the adverse comment indicating they are aware of such comment, except that such entry may be made if after reading such instrument the employee refuses to sign it. Should an employee refuse to sign, that fact shall be noted on that document and signed or initialed by such employee. An employee shall have fifteen (15) days within which to file a written response to any adverse comment entered in their personnel file. Such written response shall be attached to, and shall accompany, the adverse comment.

#### **22.03      REVIEW OF RECORDS**

Public records are open to inspection at all times during office hours, and every person has a right to inspect any public record, except as provided by law and hereafter:

Every employee, upon proof of identification, shall have the right to read any public or confidential record or writing which pertains directly to them to determine whether the information in such record is correct. The Executive Director shall correct all errors in such record within thirty (30) days after receiving from such person proof of the correct information satisfactory to the Executive Director. If corrective information is determined to be sufficient to establish error, the Executive Director shall so notify the person involved. If the Executive Director finds the information insufficient to establish error, the employee may appeal such decision to the Board of Directors for determination or submit a written statement of the employee's position which shall be inserted into the appropriate file. This provision shall not apply to writings of mental health, and investigatory correspondence from law enforcement agencies.

Access to medical or similar personal data shall be limited to the authorized persons in the Personnel Office, the employee, or anyone authorized, in writing, by the employee to review such file.

22.04            DESTRUCTION OF RECORDS

Except for official records in the personnel file of the individual employee and Board of Directors minutes, which shall be considered permanent, all other records relating to personnel, including correspondence, examinations, and reports, after same are no longer required, may be destroyed after five (5) years.

22.05            PERSONNEL CORRESPONDENCE

All questions, inquiries and correspondence concerning the personnel system or any employee of the Authority shall be referred to the Executive Director.

## **SECTION 23**

### **CODE OF ETHICS**

#### **23.01        GENERAL POLICY**

The purpose of this Code is to establish ethical standards of conduct for all employees by setting forth those acts or actions that are incompatible with the best interests of the Authority and by directing disclosure by such employees of private financial or other interest in matters affecting the Authority.

#### **23.02        RESPONSIBILITIES OF PUBLIC OFFICE**

Public employees are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the Constitution of the United States and the Constitution of the State of California and to carry out impartially the laws of the nation and State, and thus to foster respect for all government. They are bound to observe in their official acts the highest standards of performance and to discharge faithfully the duties of their office regardless of personal considerations. Recognizing that the public interest must be their primary concern, their conduct in both their official and private affairs should be above reproach.

#### **23.03        DEDICATED SERVICE**

All employees of the Yuba-Sutter Transit Authority owe a duty of loyalty to the political objectives expressed by the public served and the programs developed by the Board of Directors to attain those objectives. Employees should adhere to the rules of work and performance established as the standard for their positions, by the appropriate authority.

Employees should not exceed their authority or breach the law or ask others to do so, and owe a duty to cooperate fully with other public officials and employees.

#### **23.04        USE OF PUBLIC PROPERTY**

No employee shall request or permit the use of Authority-owned vehicles, equipment, materials, or property for personal convenience or profit, except when such services are available to the public generally or with permission from the Board of Directors.

#### **23.05        OBLIGATIONS TO CITIZENS**

No employee shall grant any special consideration, treatment, or advantage to any citizen beyond that which is available to every other citizen.

23.06 INCOMPATIBLE ACTIVITIES

- (a) An Authority employee shall not engage in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to their duties as an employee or with the duties, functions or responsibilities of their appointing power or the Authority. Such employee shall not perform any work, service or counsel or compensation outside of their Authority employment where any part of his efforts will be subject to approval by any other officer, employee, board or commission of the Authority, unless otherwise approved in the manner prescribed by subdivision (b).
- (b) The Executive Director may determine, subject to approval of the Board of Directors, those outside activities which are inconsistent with, incompatible to, or in conflict with the duties as an Authority employee. An employee's outside employment, activity or enterprise may be prohibited if it: (1) involves the use for private gain or advantage of their Authority time, facilities, equipment and supplies; (2) involves receipt or acceptance by the employee of any money or other consideration from anyone other than the Authority for the performance of an act which the employee, if not performing such act, would be required or expected to render in the regular course or hours of their Authority employment or as a part of their duties as a Authority employee; (3) involves the performance of an act in other than their capacity as an Authority employee which act may later be subject directly or indirectly to the control, inspection review, audit or enforcement of any other officer or employee or the agency by which they are employed; and (4) involves such time demands as would render performance of their duties as a Authority employee less efficient.

23.07 DISCLOSURE OF CONFIDENTIAL INFORMATION

No employee shall, without proper legal authorization, disclose confidential information concerning the property, government, or affairs of the Authority, nor shall the employee use such information to advance the financial or other private interest of the employee or others.

23.08 GIFTS AND FAVORS

No employee shall accept any bribe, gratuity, kickback, favor or other form of payment whatsoever from a member of the public where such bribe, gratuity, kickback or favor is offered in an attempt to influence any action, vote, or opinion by any employee in the performance of his or her duties.

Nothing in this provision shall be construed so as to prevent an employee's acceptance of a gift of nominal value given as a token of appreciation (i.e., greeting card or holiday treat).

23.09            REPRESENTING PRIVATE INTERESTS BEFORE THE AUTHORITY

No employee shall appear in an official capacity on behalf of private interests before the Authority. The employee shall not represent private interests in any action or proceeding against the interests of the Authority in any litigation to which the Authority is a party. The restriction of representation of private interests shall not apply to a matter involving the employee's personal or fiduciary interests.

No employee shall accept a retainer or compensation that is contingent upon a specific action by the Authority.

23.10            CONTRACTS WITH THE AUTHORITY

No employee shall have a financial interest in any business transaction, or contract with the Authority, or in the sale of real estate, materials, supplies, or services to the Authority, except as permitted in the conflict of interest statutes of the State of California.

23.11            DISCLOSURE OF INTEREST

Any employee who has a financial or private interest, and who participates in discussion with or gives an official opinion to the Board of Directors, concerning pending action, shall disclose to the Board of Directors or other appropriate authority the nature and extent of such interest.

23.12            POLITICAL ACTIVITY

No employee shall orally, by letter, or otherwise, solicit or participate in soliciting any assessment, subscription or contribution to any political party or political candidate during working hours on the premises of any property owned or leased by the Yuba-Sutter Transit Authority. No employee shall promise an appointment to any position with the Yuba-Sutter Transit Authority as a reward for any political activity.

23.13            APPLICABILITY OF CODE

When an employee has doubt as to the applicability of a provision of this Code to a particular situation, the employee should apply to the Authority Attorney for an advisory opinion and be guided by that opinion when given. The employee shall have the opportunity to present their interpretation of the facts at issue and of the applicable provisions of the Code before such advisory decision is made. This Code shall be operative in all instances covered by these provisions except when superseded by applicable statutory provision or when the application of a statutory provision is discretionary but determined to be more appropriate or desirable.

## **SECTION 24**

### **MANAGEMENT RIGHTS**

24.01 Except as expressly modified or restricted by a specific provision of these Rules, all statutory and inherent managerial rights, prerogatives, and functions are retained and vested exclusively in the Authority, including, but not limited to, the rights to reprimand, suspend, discharge, or otherwise discipline employees covered under these Rules for cause; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, transfer, lay off, or recall to work employees; to set the standards of productivity and/or the services to be rendered; to maintain the efficiency of operations; to determine the personnel, methods, means, and facilities by which operations are conducted; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to subcontract, contract out, close down, or relocate the Authority's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or service; to transfer and assign employees among and between different jobs and classifications as required by the Authority's work needs; to control and regulate the use of machinery, facilities, equipment, and other property of the Authority; to introduce new or improved equipment, machinery, methods, processes or services; to adopt, implement, enforce and from time to time modify, rescind or change safety and work rules and regulations; to determine the number, location and operation of departments or divisions of the Authority; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission for the Authority and to direct the Authority's employees. The Authority's failure to exercise any right, prerogative or function hereby reserved to it, or the Authority's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Authority's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way not in conflict with the express provisions of these Rules.

Nothing in these Rules shall create a vested right. The Authority reserves the right to prospectively modify, change, amend or revoke these Rules.

THIS HANDBOOK IS NOT INTENDED AS A CONTRACT AND SHOULD NOT BE VIEWED AS THE BASIS OF ANY CONTRACTUAL OBLIGATIONS OF THE AUTHORITY.

## **SECTION 25**

### **FEDERAL OR STATE PROGRAMS**

#### 25.01      **GRANTS**

From time to time other governmental agencies may provide grants or other forms of assistance which enable the Yuba-Sutter Transit Authority to hire additional employees. If the Authority receives such assistance or employees, and the regulations governing the grant or assistance conflict with these Rules, then the employees hired under such grant shall be governed by the conditions of the granting agency in those areas of conflict. The Executive Director shall make such determination and shall, if there is an area of substantial conflict, report same to the Board of Directors. Nothing in these Rules shall be construed to prevent modification for the purpose of participation in Federal or State manpower programs.

## **SECTION 26**

### **CONSTRUCTION**

#### 26.01 **CONSTRUCTION**

Nothing in these Rules shall be construed to deny any person or employee the rights granted by Federal and State laws.

The rights, powers and authority of the Board of Directors in all matters, including the right to maintain any legal action, shall not be modified nor restricted by these Rules.

The provisions of these Rules are not intended to conflict with the provisions of Chapter 10, division 4, Title 1 of the Government Code of the State of California. (Sections 3500, et. seq.)

#### 26.02 **SEVERABILITY**

If any provisions of these Rules, or the application of such provisions to any person or circumstance, shall be held invalid, the remainder of these Rules, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

## APPENDIX A

### MONTHLY SALARY SCHEDULE EFFECTIVE JULY 1, 2021

<u>Position</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
Administrative Assistant I	\$3,241	\$3,403	\$3,573	\$3,752	\$3,940
Administrative Assistant II	\$3,752	\$3,940	\$4,137	\$4,344	\$4,561
Program Analyst I	\$3,784	\$3,973	\$4,172	\$4,381	\$4,600
Program Analyst II	\$4,381	\$4,600	\$4,830	\$5,072	\$5,326
Program Manager I	\$5,324	\$5,590	\$5,869	\$6,162	\$6,470
Program Manager II	\$6,162	\$6,470	\$6,794	\$7,134	\$7,491
Executive Director					\$11,317

**Notes:**

Longevity Pay: Pursuant to the terms and conditions set forth in Section 12.07.03 of the Yuba-Sutter Transit Personnel Manual, full time permanent employees (except for the Executive Director position) may be eligible for merit-based longevity pay adjustments beyond the top step of their current classification.

The Executive Director's salary is not determined by range and step, but at an amount determined by the Board of Directors.

## APPENDIX B

### PERSONNEL RULES INDEX

	<b>PAGE</b>
Administrative Leave .....	15-3
Allocation of Positions .....	2-1, 3-1
Anniversary Date.....	2-1
Annual Leave .....	15-1
Appeals .....	8-3, 11-2
Appointing Power .....	2-1
Appointment.....	2-1
Benefits .....	16-1
Car Allowance .....	12-4
Career Service .....	1-1
Class Specifications .....	2-2
COBRA Benefits .....	16-3
Code of Ethics.....	23-1
Compensation Plan.....	12-1
Confidential Employee .....	2-2
Continuous Service Date.....	6-4
Construction .....	26-1
Contracting Agency.....	4-1
Contracts with the Authority .....	23-3
Deferred Compensation .....	16-3
Definitions .....	2-1
Demotion.....	2-2, 12-2
Dental Insurance .....	16-1
Destruction of Records.....	22-2
Drug-Free Workplace Policy .....	20-1
Educational Leave.....	17-2
Employee Conduct.....	8-1
Entrance Salary.....	12-1
Evaluation .....	9-1
Executive Service.....	1-1
Exempt Service .....	1-2, 2-3
Exit Interview .....	8-3
Gifts and Favors .....	23-2
Grants .....	25-1

**PAGE**

Grievance Policy .....	11-1
Harassment Policy .....	21-1
Health Insurance .....	16-1
Hours of Work .....	13-1
Holidays .....	14-1
Improper Conduct.....	8-1
Jury Pay .....	12-3
Layoff .....	2-3, 10-1
Leave of Absence .....	17-1
Leave Without Pay .....	17-1
Life Insurance.....	16-1
Limited-Term Appointment.....	6-2
Longevity Pay .....	12-4
Long Term Disability.....	16-2
Management Rights .....	24-1
Medical Examination .....	5-1
Medicare .....	16-3
Merit Salary Increase .....	12-1
Military Leave .....	18-1
Other Post-Employment Benefits.....	16-2
Overtime.....	13-1
Pay Period.....	12-3
Payroll Deductions .....	13-2
Performance Evaluation .....	9-1
Permanent Appointment.....	6-2
PERS .....	16-2
Personnel Records.....	2-4
Political Activity .....	23-3
Probationary Appointment.....	6-2
Probationary Period.....	7-1
Promotion .....	2-4
Psychological Examination.....	5-1
Range Adjustment.....	12-3
Rates of Pay.....	12-1
Reclassification .....	2-4
Records.....	22-1

	<b>PAGE</b>
Reemployment List.....	10-3
Reinstatement.....	2-4, 6-4, 10-3
Relatives, Employment of.....	6-4
Reports of Personnel Transactions.....	22-1
Resignation.....	8-3
Retirement.....	16-2
Safety Policy.....	19-1
Seniority.....	10-1
Severability.....	26-1
Sexual Harassment.....	21-1
Step.....	2-5
Survivors Benefits.....	16-2
Tardiness.....	2-5, 13-2
Temporary Appointment.....	6-3
Transfer.....	6-3, 12-3
Vision Insurance.....	16-1
Workers Compensation.....	16-3
Working Out of Class.....	12-2