

Tillamook County Transportation District
Board of Directors
Regular Monthly Meeting



Dial-A-Ride
A Service of Tillamook County Transportation District



Thursday, May 19, 2022 at 6:00PM
Transportation Building
3600 Third Street, Tillamook, Oregon

Tillamook County Transportation District

Personnel Policies & Employee Handbook



*Adopted January 21, 2016
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POLICY 1. PERSONNEL POLICIES AND PROCEDURES

A. PURPOSE OF PERSONNEL POLICIES

These policies provide rules and regulations for all employees of the Tillamook County Transportation DISTRICT (which is referred to as “the District” throughout these policies) relative to matters of personnel administration, except that the General Manager serves at the pleasure of the Board of Directors (hereinafter referred to as the Board) and is the Board representative in relation to application and administration of these policies to all other District employees. These rules and regulations are intended to set a general framework for effective personnel administration. In all cases, these policies should be construed with this in mind and should be understood as guiding the General Manager and not limiting in any way the prerogatives of the Board in its relationship with the General Manager.

B. INTRODUCTION

This manual contains statements of personnel policies and procedures. It is designed to inform supervisory and staff personnel of the working guidelines for the day-to-day administration of the District, to provide employees an understanding of what is expected of them, and to promote consistent, fair and uniform treatment of District employees.

The District reserves the right to change these policies and procedures at any time. These policies and procedures do not and are not intended to confer any property right in continued employment, to constitute an express or implied contract, or to give rise to a binding past practice under any collective bargaining agreement. These policies are intended to provide guidelines and procedures, not contractual rights. In the event a policy in this manual conflicts with a provision of a collective bargaining agreement, the collective bargaining agreement shall prevail.

Unless otherwise provided by an applicable collective bargaining agreement, employment with the District is “at will.” Employees and the District reserve the right to end the employment relationship, with or without cause, at any time. Further, except as might be approved in writing by the Board, no employee or representative of the District has the authority to enter into an agreement for employment for any specified period of time, or to make any agreement contrary to Board-approved policies.

Each employee can assist in keeping the District personnel program up to date by notifying the General Manager whenever problems are encountered or improvements can be made. When the need for a new or revised policy presents itself, a recommendation should be submitted to the Board for consideration.

The Board may vary or modify any District personnel policy, on a case-by-case basis, if it is found that strict application of the policy is impractical or if it would result in hardship. Exceptions granted in any instance will not be binding in the future.

The District makes every effort to ensure that this handbook complies with all applicable laws. However, in the event that any provision in this handbook conflicts with any local, state or federal law, the applicable law will control.

C. PERSONNEL ADMINISTRATION GENERALLY

The Board and the General Manager shall have authority over all matters of personnel administration through adoption and interpretation of the District budget, pay plans, collective bargaining agreements, motions, and ordinances and resolutions adopting and/or amending the personnel rules and regulations.

The General Manager is charged with responsibility for the implementation and application of the policies.

The General Manager may specifically delegate in writing the authority for the enforcement of rules and policies.

The General Manager shall be responsible for ensuring the effective implementation of these rules and may further establish, amend, or otherwise modify administrative rules and regulations pursuant to Board policies. The General Manager shall advise the Board on any changes concerning these rules and regulations. The Board delegates to the General Manager broad discretion in all aspects of personnel and labor relations, subject to the advice and concurrence of the Board.

Labor negotiations (including the settlement of any grievance even if that grievance has been denied by the Board or a committee thereof) must, in every instance, be approved by the Board before the District may be bound.

D. WRITTEN DEPARTMENTAL RULES AND STANDARD OPERATING PROCEDURES

The General Manager may establish such additional written rules and operating procedures deemed necessary for the efficient administration of the District. Such rules must be consistent with the general policies, procedures, rules, or regulations established by the District. Copies of the applicable departmental rules shall be made available to all employees in the department and shall be maintained in the Tillamook County Transportation District's office.

E. CHAIN OF AUTHORITY

If a situation develops that requires an immediate action or decision, and the General Manager is unavailable and/or unreachable, the Board Chairman will temporarily assume the authority and responsibility of General Manager to assure safety and continuity of TCTD operations.

POLICY 2. NON-DISCRIMINATION AND HARASSMENT

A. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the District to comply with federal, state and local laws on equal employment opportunity. It is also the District's policy to employ, retain, promote, discipline, discharge, and otherwise treat all employees and job applicants on the basis of merit, qualifications and competence without regard to any status or characteristic protected under applicable law, including, but not limited to sex, sexual orientation, predisposing genetic information, race, color, religion, national origin, ancestry, age, marital status, political affiliation, veteran status, or disability.

The General Manager is the coordinator for the District's procedures for the implementation of this policy. It is the intent and desire of the District that equal employment opportunity will be provided in employment, promotions, wages, benefits and all other privileges, terms and conditions of employment.

B. HARASSMENT

1. Statement of Policy. Tillamook County Transportation District (TCTD) is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, TCTD expects that all relationships among persons will be respectful and professional, free of bias, prejudice and harassment in the workplace, at work related events, or any activity coordinated by or through the organization. This policy applies to all employees, elected officials, volunteers and any other person we interact with in the course of accomplishing the work of the organization.

TCTD has developed this policy to ensure that all its employees can work in an environment free from unlawful harassment, sexual assault, discrimination and retaliation. TCTD will make every reasonable effort to ensure that all concerned are familiar with these policies and are aware that any good faith complaint in violation of these policies will be investigated and resolved appropriately.

Discrimination, harassment, sexual assault, and retaliation are not acceptable.

Any employee who has questions or concerns about this policy should talk with our primary contact Finance Supervisor or as an alternative you may contact the General Manager.

2. Policy. It is our policy to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law.

We encourage good faith reporting of all perceived incidents of discrimination, harassment or sexual assault. It is the policy of TCTD to promptly and thoroughly investigate such reports. We prohibit retaliation against any individual who reports discrimination, harassment or sexual assault in good faith or participates in an investigation of such reports.

3. Prohibited Conduct. Sexual harassment, sexual assault, and harassment on the basis of any other protected characteristic is strictly prohibited.

Sexual harassment constitutes discrimination and is illegal under federal and state laws. For the purposes of this policy, “sexual harassment” is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment, b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or c) such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.

Title VII of the Civil Rights Act of 1964 recognizes two types of sexual harassment: a) quid pro quo and b) hostile work environment. Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual’s body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

Oregon Law provides further protection from sexual assault defined as unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat, or intimidation.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital status, citizenship, genetic information, or any other characteristic protected by law, or that of his or her relatives, friends or associates, and that: a) has the purpose or effect of creating an intimidating, hostile or offensive work environment, b) has the purpose or effect of unreasonably interfering with an individual’s work performance, or c) otherwise adversely affects an individual’s employment opportunities.

Harassing conduct includes labels, insults or negative stereotyping; threatening, intimidating or hostile acts; demeaning jokes; and written or graphic material that belittles or shows hostility or dislike toward an individual or group that is placed on walls

or elsewhere on the employer's premises or circulated in the workplace, on company time or using company equipment by e-mail, phone (including voice messages), text messages, social networking sites or other means.

4. Reporting an Incident of Harassment, Sexual Assault, Discrimination or Retaliation. TCTD encourages good faith reporting of all perceived incidents of discrimination, harassment, sexual assault or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with the Finance Supervisor or General Manager. See the complaint procedure described below.

In addition, we encourage individuals who believe they are being subjected to such conduct to promptly advise the offender that their behavior is unwelcome and to request that it stop. Often this action alone will resolve the problem. We recognize, however, that an individual may prefer to pursue the matter through complaint procedures.

Following receipt of a complaint or concern management may follow-up as reasonably appropriate under the circumstances to ensure no further concerns or retaliation are experienced. Employees should not wait for the management follow-up to share related experiences.

5. Internal Complaint Procedure and Investigation. Individuals who believe they have been the victims of conduct prohibited by this policy or believe they have witnessed such conduct should discuss their concerns with Finance Supervisor if you are unable to reach the primary contact please reach out to General Manager. We encourage all employees to document incidents involving discrimination, harassment, sexual assault or retaliation as soon as possible, including details about the event(s), associated date(s), and potential witnesses.

TCTD encourages the prompt reporting of complaints or concerns so that quick and helpful action can be taken before relationships become irreparably broken. Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, sexual assault, discrimination or retaliation will be promptly investigated. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the event(s) or may have other relevant knowledge.

TCTD will maintain confidentiality throughout the investigatory process to the extent possible with acceptable investigation and appropriate corrective action.

Misconduct constituting harassment, sexual assault, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling or corrective action as described in Policy 11 of the Personnel Policies & Employee Handbook.

False and malicious complaints of harassment, sexual assault, discrimination or retaliation (as opposed to complaints that, even if erroneous, are made in good faith) may be the subject of appropriate disciplinary action.

6. Time Limitations. Nothing in this policy precludes any person from filing a formal grievance in accordance with a collective bargaining agreement, the Bureau of Labor and Industries' Civil Rights Division or the Equal Employment Opportunity Commission. Note that Oregon state law requires that any legal action taken on alleged discriminatory conduct (specifically that prohibited by ORS 659A.030, 659A.082 or 659A.112) commence no later than five years after the occurrence of the violation. Other applicable laws may have a shorter time limitation on filing.

7. Employment Agreements. Under this policy, a nondisclosure agreement is any agreement by which one or more parties agree not to discuss or disclose information regarding any complaint of work-related harassment, discrimination, or sexual assault.

A nondisparagement agreement is any agreement by which one or more parties agree not to discredit or make negative or disparaging written or oral statements about any other party or the company.

A no-rehire provision is an agreement that prohibits an employee from seeking reemployment with the company and allows a company to not rehire that individual in the future.

TCTD will not require an employee to enter into any agreement if the purpose or effect of the agreement prevents the employee from disclosing or discussing conduct constituting discrimination, harassment, or sexual assault.

An employee claiming to be aggrieved by discrimination, harassment, or sexual assault may, however, voluntarily request to enter into a settlement, separation, or severance agreement which contains a nondisclosure, nondisparagement, or no-rehire provision and will have at least seven days to revoke any such agreement.

C. REASONABLE ACCOMMODATION

The District will afford reasonable accommodation to qualified applicants and employees with a known disability, unless to provide such accommodation creates an undue hardship on the District's operations.

1. Invitation to Self-Identify Physical and Mental Disabilities. Any employee who is a disabled person may voluntarily inform their supervisor of any physical or mental disability and may suggest methods of reasonable accommodation. This information is confidential and will be used only to evaluate reasonable accommodation alternatives to permit you to perform the essential functions of the job in a safe and efficient manner. Refusal to volunteer this information will not subject an employee to any adverse treatment or penalty.

2. Job Performance. Any employee who believes that he/she is having difficulty in continuing to meet the performance requirements of the job due to a physical or mental disability is encouraged to advise their supervisor regarding the nature of the disability, the work limitations covered by the disability and any suggested reasonable accommodation.”

3. GINA. The District complies with the Genetic Information Nondiscrimination Act (GINA), which prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of employees or their family members.

D. IMMIGRATION AND NATIONALITY PROGRAM

The District recognizes that it has a responsibility to comply with the provisions of the Immigration Reform and Control Act of 1986 by employing only citizens of the United States of America and lawfully authorized alien workers. The District further recognizes that it is an unfair immigration-related employment practice to discriminate against an individual, other than an unauthorized alien, based on national origin or citizenship status.

The District’s policy is to provide equal opportunity to all persons in matters affecting employment with the District, including full compliance with the Immigration Reform and Control Act of 1986. The District shall not discriminate against any individual, other than an unauthorized alien, based on national origin or citizen status.

POLICY 3. APPOINTMENTS, QUALIFICATIONS AND SEPARATION

The creation of any new positions must be approved by the Board.

A. JOB ANNOUNCEMENT

Job announcements will be made for any vacant position within the District by the General Manager to the Tillamook County Transportation District. The announcement shall specify title and salary range of the position, the nature of duties performed, qualification requirements, the time and place to apply, and may include the selection process to be used. Job announcements shall be posted with the State Employment office, on appropriate bulletin boards, and may be published in District publications and appropriate newspapers or

newsletters. Job announcements will be posted a minimum of 5 working days prior to the closing date. The District reserves the right to fill vacancies from within prior to the external posting of a position.

B. APPLICATIONS

Appointment to positions is through an open competitive process and will be based on merit and qualification. Promotional appointments may be made exclusively from current employees if it is determined that a sufficient number of employees are interested and qualified to compete through an internal selection process.

Applications shall be available in the Tillamook County Transportation District's office. Applicants will complete the application form and any supplemental materials required by the District for positions within the time period specified in the job announcement.

Applicants for employment shall furnish complete information requested as to education, special training, experience and skills, as well as a chronological history of employment, references, and other information deemed pertinent by the District. The General Manager makes all appointments to positions authorized by the Board.

C. ELIGIBILITY

At the time of application, all applicants must meet the minimum qualifications for the position or demonstrate a reasonable assurance of meeting the minimum qualifications by the time of appointment.

Applicants offered conditional employment for non-administrative positions are required to submit to fingerprinting for a criminal background check. Individuals who refuse to be fingerprinted or who make material false statements as to the non-conviction of a crime shall not be eligible for employment or continued employment. If hired conditionally, such employment will be terminated. *See TCTD's Criminal History Check Policy.*

D. SELECTION

Selection criteria and procedures will be based solely on job-related knowledge, skills, abilities, experience, education, training, and, when appropriate, prior demonstrated performance, aptitude, and character. The General Manager shall design selection criteria based on the classification specifications and job requirements. Based on the results of the selection process, applicants will be selected by the supervisor for an employment interview. Wherever possible, two or more employees will form an interview or selection panel.

E. ORIENTATION

Upon appointment, the General Manager or designee shall be responsible for orientation of new employees. Orientation shall include, but shall not be limited to, an introduction to the

organization and services of the District, work rules, personnel policies and procedures, safety training, completion of payroll forms, and introduction to other District personnel.

F. INTRODUCTORY PERIOD

New and rehired employees shall serve an introductory period of no less than six (6) months commencing with their first day of employment. Upon promotion, the introductory period is six (6) months unless otherwise specified in the position or at the time of the promotion opportunity.

The introductory period is part of the selection process used to confirm the initial employment decision and to reject those whose performance is not satisfactory. During this evaluation period, the employee and the District will have an opportunity to determine whether further employment with the District is appropriate.

The District can extend the duration of the introductory period up to an additional six (6) months if, in its discretion, it determines that such an extension is appropriate. Either the employee or the District may end the employment relationship at any time during or after the introductory period, with or without cause or advance notice. Successful completion of the introductory period does not change an employee's at-will status. An employee who successfully completes the introductory period will be notified in writing that he or she has become a regular full-time or a regular part-time employee of the District. No employee will be deemed a "regular" and no longer an introductory employee until the District has so determined and notified the employee in writing.

G. EMPLOYEE STATUS

1. Regular Full-Time Employees. An employee who regularly works a minimum of 32 hours a week on a continuing basis, and who has completed the introductory period, is considered a regular full-time employee.

2. Regular Part-Time Employees. An employee who regularly works less than 32 hours a week is considered a regular part-time employee once the introductory period is successfully completed.

3. Temporary Employees. Temporary employees are defined as those employees holding jobs of limited duration arising out of special projects, abnormal workloads, or emergencies. Temporary employees are ineligible for employer-paid benefits with the exception of paid sick leave.

4. Duration of Employment. All employees except temporary employees are hired for an unspecified duration. The District does not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and the District. Accordingly, either the employee or the District can end the employment

relationship at any time, in accordance with District procedures. Discipline and discharge may occur subject to District policies and procedures.

H. VOLUNTEERS

The District values its volunteers; however, they are not employees of the District. Volunteers receive only those benefits expressly conferred in writing or by applicable law. Workers' compensation insurance will be provided to volunteers. The service of a volunteer may be discontinued at any time for any reason. Volunteers must abide by all applicable rules, policies and practices as described in the District's Volunteer Handbook. Volunteers serve at the pleasure of the District and either may end the volunteer arrangement at any time.

I. EMPLOYMENT OF RELATIVES OR PERSONS IN THE SAME HOUSEHOLD

Relatives or persons in the same household of an employee may be hired by the District only if the individuals concerned do not work in a direct supervisory relationship. "Relatives" are defined as immediate family of the employee or of the spouse; parents, children, grandparents, stepchildren, siblings and members of the employee's household. Present employees who marry will be permitted to continue work only if they do not work in a direct supervisory relationship with one another. Employees will be allowed to accept a transfer including a demotion to an available and suitable position to avoid direct supervision by a relative or a person within the same household.

J. PHYSICAL EXAMINATIONS

An offer of employment may be contingent upon an applicant's successful completion of a medical examination to determine if the applicant is able to perform the essential functions of the job, with or without reasonable accommodation and without direct threat to the health or safety of the applicant or other persons. If required, this examination will be provided by the District at District expense. Any information gathered will be treated as a confidential medical record. The scope of the post-offer medical examination may not be limited to ability to perform essential job functions and may include other exams as permitted by applicable law.

K. DRIVING RECORD

Employees who may be required to drive as part of their employment with the District, including administrative employees who use the staff car, must possess a valid Oregon driver's license, comply with any operator's license restriction, and be insurable by the District's insurance carrier. All employees who may be required to drive on District business may at any time have their driving record checked by the District. If the record indicates violations, the employee may be subject to appropriate warnings or disciplinary action, up to and including termination. As a condition of continued employment, each employee who operates District vehicles must maintain a personal driving record that is within risk criteria, if any, established by the District's insurer, as described in greater detail

in Appendix A. Job applicants' driving records may be checked prior to being hired as a condition of employment.

Employees who may be required to drive shall notify the General Manager of any change in license status and all traffic violations. Failure to report a traffic violation or change in license status to the General Manager is viewed as a violation of District policy. The District monitors driving records as a component of risk management in order to identify needs for driver improvement. This section is applicable to qualified individuals with disabilities only when driving is an essential function of their job.

The District provides a staff car to be used for conducting off-site District business. When the staff car is available, employees are encouraged to use it in lieu of their personal vehicles.

L. LAYOFFS

Should a reduction in the District work force become necessary, the following procedures shall apply:

Layoffs may be implemented on a District-wide basis or in one or more departments, work groups, or job classifications, depending on the needs of the District. Once it is determined what the scope of the layoff will be, employees generally will be laid off in the following order:

Temporary employees; introductory employees; part-time employees; and regular employees, according to knowledge, skills, and abilities as determined by the District in its sole discretion.

In lieu of layoff, the District may reduce the hours of work of District personnel. The District will make available medical and dental insurance to laid-off employees as required by COBRA.

M. VOLUNTARY RESIGNATIONS

To voluntarily resign in good standing, an employee must submit a written letter of resignation to the General Manager allowing at least ten working days' advance notice. Failure to submit a timely written resignation may preclude the individual from future employment opportunities with the District.

N. PERSONNEL RECORDS

1. Maintenance of File. The General Manager or designee will maintain personnel records of District employees. If there is a change of name, address, telephone number, marital status, or number of dependents, employees must promptly notify the General Manager.

2. Removal. Documents shall not be removed from a personnel file, except

pursuant to a determination by the General Manager that each particular document is not accurate, or is no longer relevant or timely to any personnel or performance matter. Any document which is removed shall be maintained in a separate file containing all such documents, not indexed under the name of any employee.

3. Medical Records. Documents containing medical information shall be kept in a separate, confidential file that is not part of the employee's personnel file. While these records shall be treated as confidential, supervisors and managers may be informed regarding necessary work restrictions and necessary accommodations. First aid and safety personnel may be informed, when appropriate, of an employee's disability, if the disability might require emergency treatment. Government officials investigating compliance with discrimination laws shall be provided relevant information on request.

4. Personnel Files. This policy defines circumstances under which an employee may examine his/her personnel records; and an individual who is not an employee of the District may examine an employee's personnel record. This policy and procedure applies to all District employees.

- a. No material of a negative or derogatory nature shall be placed in an employee's file unless the employee has had an opportunity to review the material, which shall be noted on the documents.
- b. Employees may be allowed to include in their personnel file any material deemed relevant to job qualifications or performance, in the judgment of the District. Employees may inspect and review their personnel files, excluding confidential reports from previous employers.
- c. Employees may protest, or comment upon, in writing, any materials placed in their personnel file. Such protest/comments shall be placed in the personnel file.

5. Procedure for Access by Employee.

- a. Employees wishing to inspect/review their personnel file shall make an appointment in advance with the General Manager or designee.
- b. An employee may receive a copy of such records. The employee may be charged a reasonable fee for providing this service.

6. Access to Personnel Files - Persons Other Than Employee.

- a. Personnel files are exempt from disclosure under the provisions of ORS 192.502(2) if disclosure would constitute an unreasonable invasion of

privacy. Records of discipline may be exempt from public disclosure.

- b. Any person seeking disclosure of material that could constitute an unreasonable invasion of any employee's privacy shall have the burden of showing that public disclosure would not constitute such an unreasonable invasion of privacy, by clear and convincing evidence.

- c. No information in any employee’s personnel file will be released until the employee is notified and has a reasonable opportunity to comment on the request. In all cases, the District must determine whether or not particular personnel records of any District employee are subject to public disclosure. An employee’s expectation of confidentiality and privacy is, in each case, subject to the requirements of Oregon’s public records law and applicable federal law. This decision shall be made by the Board by resolution following deliberation in executive session.
- d. Information regarding an employee’s address, telephone number, work history, performance or salary will not be given over the telephone. Only employment dates and job title may be released verbally.
- e. Verification of employment or other confidential information must be in writing, signed by the employee, authorizing release of specific information. Work reference requests, for both present and terminated employees, must be in writing and signed by the employee, authorizing release of information.

POLICY 4. PAYROLL, SCHEDULING AND OVERTIME PRACTICES

A. WORK WEEK AND WORKING HOURS

The District’s work week starts and ends at 12:00 AM on Sunday and 11:59 PM on Saturday. Full-time employees are normally scheduled for forty (40) hours of work per workweek; however this should not be considered as a guarantee of any specific amount of work being made available. The General Manager and employees are expected to complete their job duties in a timely fashion within their normal work week to the greatest extent possible. The hours of employment shall be fixed by the General Manager.

B. WAGE COMPENSATION

1. Wage Policy. The District maintains a pay plan covering all positions in the District and showing the minimum and maximum rates of pay. In arriving at such salary ranges, consideration is given to prevailing rates of pay for comparable work in other public and in private employment, including consideration of conditions of work and basic pay, current costs of living, the local economy, wage adjustments in the community, suggestions of the General Manager, and the District’s financial condition.

2. Wage Scale Review. An increase/decrease of the non-union wage scale may be recommended by the Board annually during the budget cycle based upon the Portland CPI and the financial means of the District.

3. Non-Union Employees. Non-union employees will be reviewed annually. Wage increases must be approved by the General Manager within the salary range and budget approved by the Board. Non-union employee compensation will be determined based on one or more of the following *bona fide* factors:

- A seniority system
- A merit system
- A system that measures earnings by quantity or quality of production
- Workplace location
- Travel, if travel is necessary and regular for the position
- Education
- Training
- Experience

4. Union Employees. Union employees are eligible for wage increases in accordance to the current union contract.

C. OVERTIME

Employees who are non-exempt under the Fair Labor Standards Act and state law will be paid for all hours worked in excess of 40 hours in a work week at the rate of time and one-half their regular rate of pay unless a collective bargaining agreement provides otherwise.

D. REST PERIODS AND MEAL PERIODS

The District provides meal, rest, and lactation periods in compliance with the Fair Labor Standards Act and Oregon Bureau of Labor and Industries requirements. Please see your supervisor for details.

E. PAYDAY

The District's paydays are bi-weekly on Friday.

F. PAYROLL DEDUCTIONS

1. Required Deductions. Federal and state laws require the following deductions from every paycheck:

- a. Federal Income Tax.
- b. State Withholding Tax.
- c. Social Security Taxes.
- d. Medicare.

- e. State Accident Insurance-Employee Surcharge.
- f. Court ordered child support payments or garnishments.

2. Other Deductions. Other deductions may be made from the employee's paycheck as permitted by applicable law, including, but not limited to, the following:

- a. Deductions authorized in writing by the employee, recorded in the District's books, and for the benefit of the employee.
- b. Insurance contributions.
- c. 457 Deferred Compensation contributions.

3. Deferred Compensation. Any District employee may elect to enroll in a deferred compensation plan approved by the District. Deferred compensation accounts will be established on behalf of any employee who makes contributions to the plan in accordance with plan requirements. Contributions to the plan may begin upon hire according to the 457 plan. Employees are eligible for a District match to a 401(a) account in their name after six months of employment. The District will match up to 8% of gross wages, the employee's 457 deferred compensation contribution.

G. MEDICAL AND LIFE INSURANCE

The District provides group medical, dental, vision, prescription and life insurance for eligible full-time employees or eligible part-time employees. Coverage for eligible employees begins the first of the month following date of hire. Information regarding eligibility and specific benefits is available. Spouse/Dependent health insurance coverage to qualifying employees is covered by the District at a rate set by the Board. Eligible employees may enroll their eligible dependents in family medical benefits. Eligible dependents generally include the employee's spouse, Oregon registered domestic partner, children under age 26 (including stepchildren, adopted children, and foster children), and children age 26 or over and incapable of self-support because of developmental disability or physical handicap that began before their 26th birthday. Please contact HR for additional information about eligible dependents.

The preceding is a summary of benefits currently made available to eligible employees. In many cases, the benefits in this section are provided under the terms of a plan, and employees should consult the plan's summary plan description for details. In a situation where the terms of this handbook conflict with a plan's summary plan description, the summary plan description will control.

H. TIME RECORDS

Time cards must serve as an accurate record of the time for which each employee works and is paid wages and overtime. Each employee is expected to accurately record all time spent working on District business. Employees must also review their time records for accuracy before approving them in the District's human resource information system. Time worked typically means all time an employee is required to be on the District's premises, on duty or at a prescribed work place. It includes all time spent performing job activities or performing an activity preparing an employee for work as required by his/her job. Personal time spent in District offices outside regular working hours should not be recorded. Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

The District encourages every employee to immediately report any pay or benefit inaccuracies to the General Manager or designee. The District's policy is to accurately pay for all time worked and calculate earned time and benefits properly, and will not tolerate retaliation against those who report pay or benefit inaccuracies in good faith. Introductory or regular employees shall record all time worked for the District. An employee of the District may not volunteer service to the District and not record the time worked unless the volunteer hours worked **DO NOT INVOLVE THE SAME TYPE OF SERVICE** that the person is employed to perform for the District, and the services are provided with an intent to better the community and without expectation of pay. All volunteer activities by employees that benefit TCTD must be approved by the General Manager in advance and in writing.

I. PAY UPON SEPARATION

The District pays final wages in compliance with applicable law. The District pays out accrued but unused vacation upon termination for any reason.

POLICY 5. EMPLOYEE TRAVEL AUTHORIZATION AND REIMBURSEMENT

A. GENERAL EXPECTATIONS

All employees of the District are expected to use good judgment regarding the expenditure of funds for travel expenses. Only through teamwork can the costs of travel on District business be minimized.

B. DOCUMENTATION OBJECTIVES

The procedures for documenting the expenses involved with employee travel on District related business activities are designed to provide public accountability in two areas:

1. Pre-approval of all travel requests to insure that the travel is appropriate to the needs of the District and that budgeted funds are available for specific travel requests.
2. A complete accounting of the actual expenses for the travel to insure that the expenses reported for reimbursement are appropriate and provide appropriate documentation.

C. APPROVAL

The Tillamook County Transportation District shall authorize registration, travel and attendance expenditures in advance within the budgeted amounts adopted by the Board. Prior to submittal for Tillamook County Transportation District approval, the request must be approved by the supervisor.

D. TRAVEL SETTLEMENT

Within one week after travel has been completed, the employee must turn in receipts for lodging and all other expenses to be paid or reimbursed. Failure to do so may delay, reduce, or eliminate any reimbursement.

E. GUIDELINES

The following general guidelines apply to the reimbursement of employee travel expenses.

1. Transportation. The District will pay the actual cost of transportation, taxi fares, telephone calls and similar items incidental and necessary to the performance of official business while on travel status. If the employee's personal vehicle is used, the District will reimburse the employee at the current IRS mileage rate for the actual mileage required for the trip. Parking and other related expenses must be documented by receipt.
2. Lodging. Hotel and motel accommodations should be appropriate to the purpose of the trip. Expenses for lodging must be supported by actual receipts. Reimbursement for lodging is generally limited to the expense of a single room, except where employees are sharing a room. As a cost saving incentive, if an employee chooses to make other arrangements for lodging, a payment of \$75 per night to the employee may be allowed in lieu of paying the actual accommodation costs. Any cancellation fees are the responsibility of the employee.
3. Meal Reimbursement. As determined by the General Manager, partial day or full day meal reimbursement may be allowed when the employee is away from District facilities on District business during normal meal times. Reimbursement for meals will follow the GSA Meals & Incidental Expenses (M&IE) guidelines available at www.gsa.gov.

Individual meals may be reimbursed after the fact with a detailed receipt, not to exceed the M&IE guidelines, except in circumstances authorized by the General Manager.

As a general guideline, meal reimbursement will not be approved when an employee attends a conference or other event in which a meal is provided. If an employee cannot enjoy the provided meal due to dietary restrictions, the employee should request an exception to this general guideline in advance.

4. Telephone. Expenses for telephone communications may be reimbursable only if they are directly related to District business and are supported by actual receipts. Personal telephone calls charged to the District or to your room and paid by the District must be reimbursed.

5. Registration and Tuition Fees. Expenses for registrations and/or tuition fees are allowable expenses, and a copy of the registration must be attached to the Request for Expenses form.

6. Accompanied Travel. Shared room guest accommodations are allowed provided there is no additional cost beyond the single room rate. Any additional charge is a personal expense to be paid directly to the hotel by the employee and/or guest. All expenses for guests who accompany the employee on a trip are not reimbursable.

7. Alcoholic Beverages. Any expenditures for alcoholic beverages are not allowed and reimbursement will be required if any are charged to the District.

8. Travel Advances. On a case by case basis, the General Manager can authorize an advancement of known travel costs such as meals, rental cars, shuttle/bus/cab fares, parking, and mileage in advance of travel with supervisor approval. Staff must properly document all expected expenses and reconcile using a travel report within 30 days of their return. All costs must be verified by receipt or mileage log. Overages must be promptly repaid to the District, while authorized additional expenses will be reimbursed to the employee.

POLICY 6. TIME OFF

A. PAID TIME OFF (PTO) BENEFITS

The District recognizes that employees need time away from work for planned vacations, personal or family illness, volunteer activities, personal or family obligations, and other personal matters. Accordingly, PTO is available to all non-represented employees as described in this policy.

Effective July 1, 2022, all non-represented full-time employees will accrue PTO at the rates shown below. Non-represented part-time employees will accrue PTO on a pro-rated basis, depending on the number of hours worked. PTO begins accruing on the first day of employment. All hours worked hours count toward PTO accrual. Time-off in excess of PTO

accruals and other available paid leave may be approved on an unpaid basis. As employees use PTO, the time used will be deducted from the employee’s accrued PTO balance. Accrued PTO hours are available upon accrual, except that new employee may not begin using PTO until their 91st calendar day of employment.

Years of Service	Hourly Accrual Rate for each hour worked	Days per Year
First Year	0.088	22 days
Second Year	0.096	24 days
Third Year	0.104	26 days
Fourth Year	0.112	28 days
Fifth Year	0.120	30 days
Sixth Year (maximum)	0.128	32 days

PTO shall not accrue during any unpaid time off or leave of absence unless otherwise required by law. Employees may accrue a maximum of 300 hours of PTO time. Except as otherwise described in this policy, when an employee reaches the 300-hour cap, PTO accrual will stop until the employee uses PTO to reduce their PTO balance or cashes out PTO as provided under this PTO policy.

Employees hired before the effective date of this PTO policy will have all their accrued, unused legacy sick and vacation hours converted to PTO hours. Existing employees will not lose any days if they come into the PTO system with a balance greater than the 300-hour PTO cap. These employees will continue to accrue PTO for one year from the PTO policy effective date. If, after one year, they still have more than 300 PTO hours, PTO accrual will stop until the employee uses PTO to reduce their balance to below 300 hours or cashes out PTO as provided under this policy.

PTO accruals used will be paid at the employee’s current straight-time hourly rate. An employee may use up to (8) hours of PTO per vacation day or the number of hours they are normally scheduled to work. No employee will be allowed to take more than 40 hours PTO leave in any single work week. Requests to use PTO for vacations and similar personal reasons will be handled on a first come, first served basis with due regard for operational considerations. Vacation requests should generally be made at least 30 days in advance of the desired start. Requests submitted with less than 30 days’ notice might be denied if the employee’s absence would cause an operational hardship. If a holiday falls during an employee’s scheduled vacation, the employee will receive holiday pay for the day if eligible for such pay and will not be charged for PTO benefits.

Requests to use PTO for any of the following Sick Time Reasons will be reviewed for approval in compliance with state law:

- To care for the employee’s own mental or physical illness, injury, or health condition (including for diagnosis, care, treatment, or preventative care)
- To care for a family member’s mental or physical illness, injury, or health condition

- (including for diagnosis, care, treatment, or preventative care)
- For any OFLA-qualifying absence (see the Oregon Family Leave policy for more information)
 - For time off related to Domestic Violence leave (see the Domestic Violence leave policy for more information)
 - To donate to another employee as provided under the Emergency Leave Pool policy
 - For time off in the event of a public health emergency

When the need to use PTO for a Sick Time Reason is foreseeable, such as for a pre-scheduled medical appointment or surgery, employees must make a reasonable attempt to schedule the time off in a manner that does not unduly disrupt the District's operations. Employees should submit an Employee PTO Leave Request form to their supervisors 10 days in advance.

When the need to use PTO for a Sick Time Reason is not foreseeable, employees must notify their supervisors their need for non-scheduled PTO before the start of their scheduled work shifts or as soon as practicable and must submit an Employee PTO Leave Request form to HR within three days of returning to work. If the employee uses non-scheduled PTO for multiple days in a row, the employee must proactively notify HR on the 4th consecutive scheduled workday missed. Employees must also abide by any department call-in rules. The District may take disciplinary action against an employee who fails to provide notice, uses non-scheduled PTO for a reason other than a Sick Time Reason or attempts to circumvent the scheduled PTO process.

The District may require, with approval by HR, a return to work medical clearance for any employee using PTO due to an illness or injury if the employee is absent more than five (5) consecutive calendar days.

An employee's routine use of non-scheduled PTO might cause the District to suspect leave abuse and initiate an investigation. This investigation could include but is not limited to requesting that the employee obtain a physician's note concerning an illness which the District suspects is part of a pattern of leave abuse or if the District has information that the employee may not have been ill or injured.

Non-represented employees may donate up to 10% of their accrued PTO, subject to a cap of 40 hours per calendar year, to the District's Emergency Leave Pool. All donations must be made anonymously.

Non-represented employees who accumulate more than 80 hours of PTO time may sell back accumulated PTO hours in excess of 80 to TCTD up to two times per rolling 12-month period. The purpose and intent of this program is to offer support to employees in cases of financial hardship. Employees with less than 80 hours of accumulated PTO time are not eligible for the sell-back program. Eligible employees who wish to sell back PTO time must submit their requests in writing to the General Manager or designee. PTO sell-back requests are subject to the approval of the General Manager or designee. Submission of a PTO sell-back request is not a guarantee of approval.

When an employee is separated from employment with the District for any reason, the employee will receive payment for accrued but unused PTO leave. In the case of death, payment for accrued but unused PTO shall be paid in the same manner that salary due to the decedent is paid.

B. HOLIDAYS

Part-time employees on a pro-rated basis and regular full-time employees will receive a day off with pay (eight hours) on each of these recognized holidays:

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

1. Veterans Day. Employees who served on active duty in the Armed Forces for at least 6 months and received a discharge under honorable conditions or were deployed or served on active duty in a reserve or National Guard unit for at least 6 months are eligible to take Veterans Day off. The time off shall be unpaid unless the employee elects to use available vacation to cover the time. Requests for the day off shall be made at least 21 days in advance, and the requests shall be granted unless the time off creates an undue hardship for the District or would cause a significant economic or operational disruption. In such case, the District will allow the veteran to take another day off before the Veterans Day holiday. Employees may be required to provide documents demonstrating eligibility for Veterans Day off.

2. Office Personnel. If a holiday falls on a Sunday, it will be observed on the following Monday. If a scheduled holiday falls on a Saturday, it will be observed on the preceding Friday.

3. Drivers. Drivers will receive holiday pay in accordance with any applicable labor agreement.

4. All Employees. Employees who are off work on a leave of absence shall not receive holiday pay. Employees who are off work due to sickness or vacation shall be paid for the holiday in lieu of using vacation or sick leave.

5. Holiday Work. Administrative employees who are required to work on any recognized holiday shall be paid one and one-half (1 ½) times their regular hourly rate for such work in addition to holiday pay.

C. EMERGENCY LEAVE POOL

The Emergency Leave Pool is a voluntary program in which non-represented District employees may donate accumulated PTO hours to a co-worker who has been unable to work for two weeks or longer and has exhausted all PTO leave, bereavement leave, and any

other paid leave available to them. Participation in this program is limited to non-represented full-time and part-time regular status employees (“eligible employees”). The Emergency Leave Pool may be accessed for the hospitalization or prolonged serious illness of the employee.

Eligible employees who wish to access the Emergency Leave Pool must notify their supervisors. The supervisor will forward details of the request to HR, including why the leave is needed, and provide an estimate of how much leave is needed. HR will then issue an appeal for donations without identifying the recipient. Employees who choose to donate must complete and sign a PTO donation form indicating the number of hours they wish to donate. HR will then inform the recipient of how many hours were donated. If the number of donated hours exceeds the recipient’s need, the excess hours will remain in the Emergency Leave Pool for other eligible employees to access in the future.

Participation is voluntary. To ensure that no employee is pressured to participate, donations will be made anonymously.

D. FAMILY AND MEDICAL LEAVE OF ABSENCE

Unpaid leave of absence for up to 12 weeks is provided to eligible employees for certain family or medical reasons. This section describes family medical leave under Oregon state laws. An official notice explaining your rights and responsibilities under the Oregon Family Leave Act (“OFLA”) is posted in the lunch/ break room.

1. Eligibility. Under the Oregon Family Leave Act (“OFLA”), employees must have been employed by the District for at least 180 days and worked an average of 25 hours per week in the previous 180 days to qualify for state family leave. Employees taking leave to care for a newborn, adopted or newly-placed foster child only have to meet the 180-day employment requirement (regardless of the number of hours worked). Employees taking leave arising out of a spouse’s or registered domestic partner’s active duty or call to active duty under OFLA, have to work an average of 20 hours per week to qualify for such leave.

2. Qualifying Purposes. Employees may request family and medical leave:
- a. To care for the employee’s child after birth, or placement for adoption or foster care (“parental leave”).
 - b. To care for the employee’s spouse, child or parent, parent-in-law, grandparents, grandchildren, registered same-sex domestic partner and parents or child of an employee’s registered same-sex domestic partner with a serious health condition (“family member leave”).
 - c. For a serious health condition that prevents the employee from performing his or her job.
 - d. To care for a child (under the age of 18 or an adult dependent child

substantially limited by a physical or mental impairment) who is ill and requires home care, and does not have a serious health condition, provided another family member is not willing and able to care for the child (“sick child leave”).

- e. For up to 14 regularly-scheduled work days per deployment arising out of the employee’s spouse’s or registered domestic partner’s active duty or call to active duty in the Armed Forces, National Guard or Reserves.
- f. For up to two weeks of leave per death of a family member, up to a maximum of twelve weeks per leave year, for dealing with the death of a family member attending the funeral (or alternative) of the family member, making arrangements necessitated by the death of a family member, or grieving the death of a family member (“bereavement leave”).

In addition to the basic 12-week family leave entitlement, eligible OFLA employees may also qualify for additional family medical leave in the following circumstances.

- g. Up to 12 weeks leave for incapacity related to pregnancy, prenatal medical care, or childbirth.

- h. Up to 12 weeks of sick child leave for those employees who take 12 full weeks of parental leave, provided the child does not have a serious health condition.

3. General Provisions.

- a. Notice. Employees are required to give the District at least 30 days' advance notice of the need for leave when the need is foreseeable. If the reason for the leave is unforeseeable, absent unusual circumstances, you must provide notice as soon as practicable.

Employees are responsible and must provide sufficient information for the District to determine if the leave may qualify for family medical leave protection and the anticipated timing and duration of the leave. Employees also must inform the District if the requested leave is for a reason for which OFLA leave was previously taken or certified.

The consequences for failing to provide adequate notice for OFLA leave are that the District may reduce the period of unused OFLA by the number of days the employee took leave without notice (not to exceed three weeks per leave year).

Employees must make reasonable efforts to schedule treatment for serious health conditions and/or leave for planned treatment in a manner that does not unduly disrupt business operations.

- b. Rolling Twelve-Month Leave Period. The leave calculation year for family medical leave is 12 months measured backward from the first day family leave is taken by the employee (12-month "rolling backward" method). Each time the employee uses family leave, the employee's remaining entitlement would be the balance of the 12 workweeks which has not been used during the immediately preceding 12 months.
- c. Paid, Other Leave to Run Concurrently. Leave granted under state workers' compensation laws will be treated in accordance with the above laws and will run concurrently with family medical leave covered by OFLA; however if the worker's compensation claim is accepted, any leave for that worker's compensation accepted claim will not count as OFLA, unless the employee's workers' compensation claim is denied, or if the employee rejects a light-duty offer.

Paid leaves and unpaid leaves (e.g., personal leave) run concurrently with unpaid family medical leave where allowed by law. Any accumulated paid leave, such as vacation funeral and sick leave, must be substituted for unpaid family medical leave and taken before the remainder of family medical leave is taken as unpaid leave. Sick leave may also be used for any leave covered by OFLA.

- d. Medical Certification. The District will require a timely, complete and sufficient medical certification of serious health conditions. The employee will be required to provide the certification within 15 days of the request. The District will require returning employees to provide a fitness-for-duty certification to return to work. Second and third opinions, and periodic re-certifications in connection with, and supporting the need for leave may be required.

Under Oregon law, employees who use sick child leave on all or any part of three separate days in a 12-month leave period may be required to provide medical documentation from the child's doctor to verify that the child was ill and required home care for all subsequent uses of sick child leave in the 12-month period.

The consequences for failing to provide a timely, sufficient and complete medical certification supporting the need for the absence(s) are that the leave may be delayed or denied and not be protected by family medical leave laws.

- e. Certification of spousal/domestic partner military deployment. The District will require certification of spousal or registered domestic partner deployment leave. The employee must respond to such a request within 15 days of the request. Failure to provide a timely, complete and sufficient certification may result in denial or delay of continuation of leave.
- f. Intermittent/Reduced Schedule Leave When Medically Necessary. Generally, intermittent or reduced schedule leave is not available for family leave used for birth, adoption or foster placement. In other situations where intermittent or reduced schedule leave is available and foreseeable, employees may be temporarily transferred to available alternative positions that better accommodate intermittent or reduced schedule leave. Any such transfer covered by OFLA will be with the employee's consent.
- g. Reinstatement. Generally, employees returning from leave will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms, unless their former position has been eliminated for bona-fide business reasons where the employee may have no reinstatement rights.

Under Oregon law, reinstatement following Oregon family medical leave is generally to the employee's former position, unless the position has been eliminated, in which case the employee may be entitled to reinstatement to an available, equivalent job.

- h. Continuation of Benefits. Employees on leave covered by OFLA are entitled to have their health benefits continued. The District will recover

premiums paid on behalf of an employee who does not return to work for reasons other than a serious health condition of the employee or family member, or other circumstances beyond the control of the employee.

- i. Status Report and Call-In. While on family medical leave, employees must provide the District with periodic reports of status and intent to return to work, and must comply with the District's call-in rules.

4. Working for another Employer. District policy prohibits employees on a paid or unpaid leave of absence, including a family medical leave of absence, from working for another employer or company, without prior written authorization. Please contact your General Manager or designee for applications and/or specific details.

5. Leave for Victims of Crime. An employee who has been the victim of a crime, or whose immediate family member has been the victim of a crime, may be entitled to a leave of absence to attend criminal proceedings under the terms of this policy and applicable law. An immediate family member is defined as: a spouse, domestic partner, father, mother, sibling, child, stepchild, and grandparent.

An employee who has worked for at least 180 days and who has averaged 25 hours or more per week in the 180 days prior to the request for leave, may be eligible to take an unpaid leave of absence to attend criminal proceedings related to a crime in which the employee or a member of the employee's immediate family was a victim. Employees must provide reasonable notice of their intention to take leave under this policy, discuss the approximate length of the leave with their supervisor, and provide copies of scheduling notices upon request.

The absence from work must be in order to attend judicial proceedings related to a crime as described above, and employees must provide official documentation of the scheduled proceeding. If advance notice is not possible, appropriate official documentation must be provided within a reasonable time after the absence. Such absences will be unpaid; however, available vacation may be used to substitute for the unpaid time. If the employee's leave would create an undue hardship on the District, the leave may be limited and the employee may request that the court take the employee's work schedule into account when scheduling the proceedings.

6. Domestic Violence, Harassment, Sexual Assault, or Stalking Leave. An eligible employee who is a victim of domestic violence, harassment, sexual assault or stalking may take time off from work, without risk of discrimination or retaliation, for the following reasons:

- a. To seek legal or law enforcement remedies to ensure the employee's (or his/her minor child's) health and safety. This includes preparing for and participating in protective order proceedings or other civil or criminal legal proceedings related to domestic violence, harassment, sexual assault or stalking.

- b. To seek medical treatment or to recover for injuries caused by domestic violence, sexual assault, or stalking.
- c. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, harassment, or sexual assault.
- d. To obtain counseling related to an experience of domestic violence, harassment, sexual assault, or stalking.
- e. To relocate or secure his/her existing home to ensure the employee's (or his/her child's) health and safety.

The employee must give the District reasonable advance notice of the intention to take time off for any of the above purposes, unless reasonable notice is not feasible. The District may require an employee requesting domestic violence leave to provide one of the following to the District:

- a. A police report indicating that the employee was a victim of domestic violence, harassment, sexual assault or stalking.
- b. A court order protecting or separating the employee from the perpetrator of an act of domestic violence, harassment, sexual assault, or stalking, or other evidence from the court or prosecuting attorney that the employee appeared in court.
- c. Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence ,harassment sexual assault, or stalking.

The District is committed to protecting the confidentiality, to the extent possible, of an employee who requests time off as a result of domestic violence, criminal harassment, sexual assault, or stalking.

You may use unused, accrued vacation or sick leave for these purposes. A domestic violence or sexual assault leave shall not exceed or extend the amount of time off permitted under any applicable federal or state family and medical leave laws, if any, and is not in addition to what, if any leave, is already permitted by such laws.

Independent of any leave rights you may have, the District will provide employees a reasonable workplace safety accommodation in response to actual or threatened domestic violence, sexual assault, stalking or criminal harassment. Safety accommodations may include transfer, reassignment, a modified schedule, changed work station or phone number, or other measures to address safety. Please contact your General Manager or designee in the event you wish to discuss an accommodation.

E. PAID BEREAVEMENT LEAVE

A leave of absence with pay for up to three (3) days may be granted an employee when a death in the employee's immediate family requires the absence of an employee. Should circumstances require an employee to be absent longer than the three (3) days, the employee may use accrued PTO time. Immediate family means the immediate family of the employee or of the spouse, and is intended to include parents, children, grandparents, stepchildren, siblings and members of the employee's household.

F. JURY DUTY

Employees shall be granted leave with pay at the regular rate any time they are required to report for jury duty or are under subpoena to testify at a proceeding, provided that the employee must turn in any witness or jury duty pay directly to the District. If a summons for jury duty is received, the employee shall notify the supervisor. Arrangements will be made to reassign work and time off will be granted. If applicable, jurors will pay the District payments for jury duty except mileage when using their personal vehicle and will be paid regular wages. Employees are expected to report for work when not selected for a jury on any day, or when jury duty requires only part of a day. An employee released from the court before 2:30 p.m. is required to report to work as usual.

G. UNIFORMED SERVICES LEAVE AND RE-EMPLOYMENT

1. Overview. This policy covers leave and re-employment for employees in the uniformed services. It also contains non-discrimination and non-retaliation provisions related to uniformed service. Regular employees requiring a leave of absence for service in the uniformed services shall, under certain defined conditions, be provided leave, continue their benefits during their leave, and be re-employed at the end of leave.

This policy is intended to be in full conformance with all federal, state and local laws regarding the rights of military personnel and re-employment of veterans. Nothing in this policy shall diminish rights under the applicable federal, state, or local laws.

2. Definitions. The following definitions shall apply to this policy:

a. "Service in uniformed service" means performance of duty on a voluntary or involuntary basis in a uniformed service, including:

Active Duty
Active Duty for Training
Initial Active Duty for Training
Inactive Duty Training
Full-time National Guard Duty
Fitness for Duty Examination

b. "Employee" for purposes of this policy is defined as all employees except those hired for a brief, non-recurrent period where there is no reasonable

expectation that their employment would continue indefinitely or for a significant period.

3. General. This policy applies to all employees of the District.

4. Compensation and Benefits for an Employee on Uniformed Services Leave. The District shall excuse the employee for the uniformed services leave. During the leave, the District will not compensate the individual, but the individual may elect to utilize vacation pay accrued before commencement of the leave and maintain his or her health care insurance coverage through COBRA at no more than 102% of the full premium under the plan.

5. Required Notice of an Employee's Need for Uniformed Services Leave.

- a. Employees (or the uniformed services in which the employee is to serve) must provide written or verbal notification to the District of their obligation or intention to perform service in the uniformed services, unless notice is precluded by military necessity or otherwise unreasonable or impossible.
- b. Unless otherwise required by applicable law, an employee's failure to provide notice may result in loss of re-employment rights and benefits and other employment benefits under law.

6. An Employee's Obligation to Report for Work or Request for Re-employment.

- a. Employees must report back to work or request re-employment within the following time limits (extended by two years in case of disability):

Service for 1 - 30 Days Uniformed Service or a Fitness for Duty Exam: employee must report to work on the first regularly scheduled work day after return plus eight hours to rest.

Service for 31 - 180 Days: employee must submit an application for re-employment within 14 days after completion of service.

Service for 181 Days or Longer: employee must submit an application for re-employment within 90 days after completion of service.

- b. Employees may be required to provide documentation to verify their rights to re-employment including separation papers.
- c. Employees who fail to report to work or apply for re-employment within the required time periods will be considered absent and unexcused.

7. Re-employment Rights.

- a. An employee returning from uniformed services of 90 days or less who has met the requirements for re-employment will be reinstated to the job the employee would have had if continuously employed with the employer without interruption for uniformed service, as long as the person is qualified to perform the job.
- b. An employee returning from uniformed services of 91 days or longer will be reinstated to the job the employee would have had if continuously employed with the employer without interruption for uniformed services or a position of like seniority status and pay, as long as the person is qualified to perform the duties.
- c. Re-employment is not required in the following circumstances:
 - i. Circumstances have changed to make re-employment impossible or unreasonable.
 - ii. The employee has a disability incurred or aggravated during uniformed service and it would be an undue hardship on the District to re-employ the person.
 - iii. The employment the employee left for uniformed services was for a brief, non-recurrent period and there was no reasonable expectation such employment would continue indefinitely or for a significant period.
 - iv. The employee failed to give advance written or verbal notice of the need for uniformed service leave, as required by this policy and the law.
 - v. The cumulative length of the uniformed services leave and all previous absences from a position with the District exceeds five years. Some periods of uniformed service are excluded by law from the five-year calculation.
 - vi. The employee was separated from uniformed services with a dishonorable or bad conduct discharge or other such designation regarding character of service as permitted by law.

8. Non-discrimination and Non-retaliation. The District will not discriminate in employment or take any adverse employment action against any person because the person has taken an action to enforce a legally protected right under the laws protecting those in uniformed services.

H. UNPAID LEAVE OF ABSENCE

1. General. Administrative employees who have been continuously employed with the District for at least one (1) year may request a personal leave of absence without pay for a reasonable period of time. Such leaves of absence are granted in the sole discretion of the District and will be considered on the basis of the employee's length of service, performance, responsibility level, the reason for the request, whether other individuals are already out on leave, and the expected impact of the leave on the District.

2. Requests. Requests must be submitted in writing and must be approved in writing by the employee's supervisor before the leave begins. Requests for extensions of leaves must be submitted in writing and approved in writing by the supervisor before the extension begins. It is the employee's responsibility to report to work at the end of the approved leave. Unless otherwise required by law, an employee who fails to report to work on the day after the leave expires will be considered to have voluntarily resigned.

3. Status of Employee Benefits During Personal Leave. The District will not pay for group health or dental insurance premiums during any portion of an unpaid leave of absence (except when the leave qualifies for family medical leave and benefit continuation is provided by the Family Medical Leave Policy. Accordingly, the premiums for such coverage are the complete responsibility of the employee. In order to keep the insurance in force, premiums for the entire period of the leave must be paid before the employee begins the leave (except as provided by Family Medical Leave laws). Vacation time and sick leave will not accrue during personal leave of absence.

POLICY 7. SAFETY AND ACCIDENTS

A. SAFETY POLICY STATEMENT

Nothing is of greater concern to the District than the safety of its employees and the public. For the employee's protection, job-related injuries or illnesses must be reported immediately in accordance with the District's safety and accident policy. Employees are expected to use common sense and good judgment in work habits, to follow safe work practices, and to bring any unsafe condition to the attention of a supervisor. For example, employees shall:

1. Use the safety equipment which has been provided for use.
2. Not operate equipment while impaired by medication, drugs or alcohol.
3. Operate only the equipment on which they have received training.
4. Warn co-workers and management of unsafe conditions or practices. Accept with appreciation the warning of a co-worker or supervisor as an expression of concern for their own wellbeing.

5. Report dangerous or unsafe conditions observed at work.
6. Refrain from horseplay at all times.

B. UNSAFE CONDITIONS

1. Employee Responsibility. Every employee is responsible for safety as a specific job assignment. To achieve the District goal of providing a safe work place, everyone must be aware of safety at all times. Employees shall report immediately any unsafe or hazardous condition directly to a supervisor, if it cannot be corrected safely and independently. Every effort will be made to remedy safety problems as quickly as possible. Each employee must be capable of promoting public and employee trust and confidence.

2. Management Responsibility. Each department supervisor shall frequently review the need for implementing safety practices, policy or procedures warranted by existing or potential hazards. Each accident and “near miss” is cause for review. A copy of such policies shall be delivered to all department employees. Supervisors will periodically involve employees in the process. The need for periodic training shall be considered, and arranged as determined by the supervisor.

3. Managing Unsafe Conditions. It is every employee’s responsibility to observe and identify conditions which could pose a hazard to employees or to the general public.

After identifying the problem, employees at the scene are expected to:

- a. Safely eliminate the hazard, and obtain necessary assistance;
- b. Safely control the hazard by enclosure or guard;
- c. Employ avoidance procedures; and
- d. Use personal protective equipment as appropriate.

C. ACCIDENT REPORTING

Accidents involving District vehicles or personal vehicles being operated on District business must be reported in detail as soon after the occurrence as possible. All accident reports should be submitted to the Tillamook County Transportation District.

1. Vehicular Accidents. Accidents involving District owned vehicles or personal vehicles being operated on District business must also be reported to a police agency for investigation consistent with applicable law.

2. Other Accidents. Accidents involving damage to equipment or property, or personal injury, must also be reported to the General Manager. The General Manager will determine the need for further investigation.

D. EMPLOYEE INJURY REPORT

In case of an accident involving personal injury to an employee, regardless of how serious, the employee should notify the General Manager as soon as possible. Failure to report accidents can result in a violation of conditions of insurance coverage and state laws, leading to difficulties in processing insurance and benefit claims. Injured workers must fill out a Worker's Compensation Report form and submit it as soon as possible to the General Manager. All injuries must be reported in a timely manner to avoid risk of claim denial. The General Manager will provide advice and assistance to any person filling out a Workers' Compensation Report.

If an injury results in the death of an employee, the General Manager shall be notified immediately. The General Manager shall notify the State Workers' Compensation Department and the District's insurance carrier by phone. The General Manager will then process a claim report form. The appropriate entries shall be made in the OSHA 200 Report log.

E. WORKERS' COMPENSATION INSURANCE

If an employee is injured on the job, the injured worker may be entitled to benefits under the state workers' compensation law. The District carries workers' compensation coverage and will assist employees in obtaining all benefits to which they are legally entitled.

F. WORKERS' COMPENSATION PAYMENTS

If an employee receives compensation from the District's carrier for an on-the-job injury, the employee must photocopy each check before cashing it and furnish a copy of the check to the General Manager or designee. The District pays the difference between time loss benefits paid and the employee's net wage (less) taxes.

G. RETURN-TO-WORK POLICY

The following procedures must be followed by employees who wish to return to work following an on-the-job injury which has resulted in the employee's being off work.

1. All requests to return to work must be made in writing, dated and signed by the employee.

2. All requests to return to work must be accompanied by a dated, written release signed by the employee's attending physician. This release must clearly specify whether you are released for your former job or are restricted in any way.

3. Requests to return to work must be made no later than the 7th regular work day following the date of your physician's signature on the written release. Except where, in our opinion, extenuating circumstances exist or otherwise required by applicable law, failure to make a timely request terminates your right to reinstatement or re-employment. Failure to seek a written release upon your becoming able to return to work may constitute abandonment of your right to reinstatement or re-employment.

4. Requests to return to work may be brought in personally or mailed to the District. All requests to return to work must be directed to the employee's supervisor. The supervisor is responsible for notifying Human Resources. Requests brought in personally will be deemed made the date on which the written request is given to the supervisor. Mailed requests will be deemed made on the date of receipt. All requests will be date stamped upon receipt.

5. If your former job or a suitable alternative is not available at the time of your request, you must contact your supervisor in person or by telephone once a week to renew your request. If a period of 10 days elapses without such a contact, you will be considered to have abandoned your right to be returned to work.

6. All job offers will be made by telephone. It is your obligation to keep the District advised of any changes in your telephone number.

7. Consistent with applicable law, if you are offered a suitable position in response to your request to return to work and you refuse to accept it, you will be considered to have voluntarily terminated your employment and abandoned your right to reinstatement or re-employment.

H. VIOLENCE IN THE WORKPLACE

1. Statement of Policy. The District recognizes the need for a violence-free work environment for all employees and the public. The District will not tolerate violence in the workplace and is committed to maintaining an environment clear of all forms of violence, including verbal or physical threats as well as forms of intimidation such as sexual harassment or abusive language. Employees are expected to report all threats and violence, physical or verbal, to their supervisors.

2. Definitions.

- a. Assault. The actual offer to use force with the apparent present ability, if not prevented, to execute that attempt, which creates a reasonable fear of imminent peril.
- b. Battery. The unlawful touching of another person.
- c. Law Enforcement Personnel. Any city police officer, deputy sheriff or member of the Oregon State Police.

- d. Perpetrator.
 - i. An employee inflicting acts or threats of violence on him/herself, or another employee.
 - ii. A third party engaging in violent acts or threats against him/herself, an employee, or another third party.
 - iii. An employee inflicting acts or threats of violence on a third party.
 - e. Third Party. Any visitor to a District workplace, including a former employee.
 - f. Violent Act. An act by a third party or an employee that may range from verbal or physical threats or intimidation to assault or battery.
 - g. Workplace. All property (including parking lots) owned by the District and any non-District property where work is being performed by District employees in an official capacity for the District.
3. General.
- a. In the workplace, an employee witnessing violence directed against another should observe the situation and attempt to get information such as the name and description of the perpetrator, but only if it can be done without endangering the employee or others.
 - b. When applicable, the District and its employees shall cooperate fully with police and other law enforcement officials in the investigation and prosecution of violent acts.
 - c. No employee or third party, excluding law enforcement personnel, is permitted to bring weapons or firearms into the workplace on onto District property for any reason.
4. Implementation.
- a. Managing a Potentially Violent Situation.
 - i. District employees are expected to assist the general public and fellow employees in a courteous manner.
 - ii. If, for example, a person becomes angry, the employee should courteously attempt to calm the person down. If that does not work, the employee should contact Dispatch or call 911 for assistance.

- b. A Person Threatening Bodily Harm. If the employee feels that he/she or another person is threatened, that is, in danger of imminent bodily harm:
 - i. The employee should attempt to leave the scene, if it can be done safely.
 - ii. If the employee's supervisor is unaware of the situation, the employee should notify their supervisor as soon as it can be done safely.
 - iii. Either the employee or the supervisor may determine if law enforcement should be notified.
 - iv. The General Manager shall be notified as soon as possible by the supervisor of the employee who feels threatened, witnesses, or has knowledge of a violent act.
 - v. If law enforcement has not been notified earlier, the General Manager may decide to call the police or take other actions related to the incident.
- c. Reporting Incidents.
 - i. The employee shall complete an incident report and forward the report to the General Manager within 24 hours of a violent act.
 - ii. For an act involving the threat of bodily injury, the employee is responsible in making sure the General Manager is contacted, as soon as it can be done safely.
 - iii. Any District employee having knowledge of a violent act involving any other District employee (as victim or perpetrator) must report it. Disciplinary action may result if the employee having knowledge of a suspected violent act fails to report the episode. The employee may report the incident to the General Manager or the Board.
 - iv. The person complaining may ask for anonymity during all or part of an investigation. However, anonymity will be maintained at the discretion of those investigating and resolving the complaint. There is no right to or guarantee of anonymity.
- d. Resolution and Investigation.
 - i. To the extent practicable, investigations and resolutions shall be conducted using the same procedures as are in the District's policy on Harassment.

- ii. In cases where the perpetrator is not a District employee or in any other case the District deems advisable, the District may request the investigation be conducted by law enforcement personnel.
- iii. As needed, the investigating party may alter the procedures of the investigation.

5. Workplace Security. Recommendations for improved safety often come from suggestions from employees. These suggestions are encouraged.

POLICY 8. WHAT THE DISTRICT EXPECTS FROM YOU

A. TEAMWORK AND EXCELLENCE

This section has been arranged to present a general overview of some of the District's expectations of its employees. Every employee should keep in mind that he/she is a part of a team of public employees, and public satisfaction with the District depends upon good service.

B. BUSINESS CONDUCT

The District strives to maintain a high standard of business ethics. All employees are expected to follow acceptable business and professional principles in matters of business and personal conduct; to accept responsibility for the appropriateness of their own conduct; and to exhibit a high degree of personal and professional integrity at all times. Certain behaviors are clearly unacceptable at any time in any workplace. Other forms of conduct, while often more subtle are equally unacceptable.

The District expects all employees to adhere to the following general principles:

- Observe the highest standards of professionalism at all times.
- Perform responsibilities in a manner consistent with the District's values and ethical standards.
- Avoid the appearance of impropriety.
- Comply with all laws, regulations and policies, conventions, and standards applicable to the District.
- Treat others including other employees, customers, contractors, officials, and the public at large, with dignity, consideration, and respect.

Unsatisfactory performance, work habits, overall attitude, conduct or demeanor; violation of the District policies, procedures, or guidelines; or any other behavior or conduct deemed inappropriate by the District may lead to disciplinary action up to and including termination of employment.

C. CODE OF ETHICS FOR DISTRICT EMPLOYEES

1. Personal Interests Avoided. District employees may not use District time,

equipment or services for personal interest or gain. District employees shall not use information or facts that have come to them by virtue of their employment for personal gain or benefit. In matters of personal interest, employees should conduct themselves so as not to impair their working relationship with other employees, officials, or the public.

2. Gifts and Gratuities. The appearance of impropriety can be as damaging as actual impropriety and must be avoided. No employee or volunteer shall accept tips, gratuities, or cash gifts for work performed for the District. Gifts to employees of nominal value may be accepted; however, gifts estimated to be worth over \$20 must be reported to the employee's supervisor.

3. Special Gifts. All gifts must be reported to the supervisor, General Manager, or the Board. Non-monetary gifts of nominal value e.g., under \$50 at holidays or special occasions, which are available to be shared by all employees, may be allowed.

D. POLITICAL ACTIVITIES OF DISTRICT EMPLOYEES

1. Official Position - Campaigning. Employees may not use their official authority or position with the District to further the cause of any political party or candidate for nomination or election to any political office.

2. On-Duty Activity. Oregon law forbids any District employee, while on the job, from soliciting money, influence, service, or other article of value or otherwise aiding and/or promoting any political cause or the nomination or election of any person for public office.

E. INTERNET USE AND SOCIAL MEDIA

The District allows Internet access for the purpose of researching and moving information or communication that is related to each employee's job function. The District reserves the right to monitor use of the Internet by its employees at any time, with or without prior notice. Employees using District equipment and Internet access have no right to privacy with respect to such use. Employees may access the Internet for private use during unpaid time or paid break times. Employees may not use the equipment to access the Internet for personal use after or before regular office hours, or to access information on a site of a sexual or criminal nature. All Internet use shall comply with the District's policies, including but not limited to its Harassment Policy.

Employees must refrain from using social media while on working time or on equipment TCTD provides, unless it is work-related as authorized by your supervisor. Do not use TCTD email addresses to register on social networks, blogs or other online tools utilized for personal use.

Brief and occasional personal use of the electronic mail system or the Internet (other than social media) is acceptable as long as it is not excessive or inappropriate, occurs during personal time (lunch or other authorized breaks), and does not result in expense to TCTD.

Personal use is defined as “excessive” if it interferes with normal job functions, responsiveness, or the ability to perform daily job activities. The determination of what constitutes excessive use is solely within the discretion of TCTD.

F. COST CONSCIOUSNESS

Every employee of the District is a citizen and taxpayer and is expected to practice economy in all duties. Failure to do so is not in the best interests of the District and may lead to discipline, and/or discharge, as appropriate. Employees may not use District equipment or inventory for their own personal use, or give permission to any third party’s use, without specific permission from the General Manager or TCTD Board of Directors.

G. USE OF EQUIPMENT/SUPPLIES

Employees may not use District equipment (including, but not limited to, computers and printers) or inventory for their own personal use, or give permission to any third party’s use, without specific permission from the General Manager.

H. ATTENDANCE AND PUNCTUALITY

Each employee and the employee’s performance on the job are important to the overall success of operations. When absent, someone else must do the job. Everyone is expected to keep regular attendance, be on time, and work as scheduled.

In accepting employment with the District, each employee is required to meet certain standards. Maintaining an acceptable level of job attendance is part of good work performance and is one of the standards by which an employee’s overall contribution to the District may be measured. Continued employment carries with it the personal responsibility of each employee to be on the job on time every scheduled work day. Recurring and excessive absences and/or tardiness that is unprotected by law is disruptive to work schedules, costly to the District and its residents, and detrimental to the morale and efforts of employees who maintain a good work record.

Except when the absence or tardiness is due to leave protected by local, state or federal law, failure to meet these requirements subjects an employee to disciplinary action, which includes termination. The ability to attend work regularly is an essential job requirement. Unprotected, unexcused absences may result in disciplinary action up to and including termination.

I. PERSONAL APPEARANCE

Employees are required to maintain a well-groomed appearance at all times during work hours. Attire must fit, be neat, clean, well kept (not frayed, no stains, holes or patches) and appropriate for the job. Examples of appropriate attire include jeans, khakis, blouses, t-shirts, button-up shirts, and polo shirts. Close-toed shoes are appropriate for public-facing employees, Lot Attendants, and employees who work in the shop. Examples of inappropriate attire include tank tops, shirts cut in a manner that reveal the employee’s

undergarments, unbuttoned shirts, spaghetti-strap tops, pajamas, and flip flops. It is not a violation of this work rule to wear natural hairstyles such as natural curls, locs, twists, braids, or afros. All members of the management team share responsibility for helping employees understand and meet these standards. In case of conflict, the General Manager will make the determination.

J. APPEARANCE OF WORK AREAS

The District's objective is to provide and maintain clean, safe and healthy work conditions. It is the responsibility of each employee to maintain a safe, neat work area and insure that all working documents, desks, cabinets and equipment are secure at the close of the work shift.

K. PERSONAL TELEPHONE CALLS, FAXES, AND COPIES

District equipment is to be used for District purposes. In exceptional circumstances, employees may seek approval from the General Manager to use the District's telephones, fax machine, or copy machine for minimal personal use (incoming or outgoing) during a break, lunch or before or after the employee's shift. Under no circumstances should an employee incur charges to the District (including printing charges) unless it is work-related or the employee has received authorization from the General Manager in advance of incurring the charge. Friends and relatives should be discouraged from calling during working hours except in emergencies.

L. SMOKING

TCTD is committed to minimizing the harmful effects and discomforts that tobacco use may produce in the workplace. We will attempt to accommodate the needs of both tobacco-using and non-tobacco-using employees by designating tobacco-use areas in compliance with State law and County ordinance.

Smoking, vaping, or using smokeless tobacco (including chewing tobacco and e-cigarettes) in District vehicles or non-designated tobacco-use areas is prohibited at all times.

Disposing of cigarette butts and/or the remnants of smokeless tobacco will be allowed only in designated tobacco-use areas. Spitting tobacco and stubbing out cigarette butts anywhere other than in designated tobacco-use areas is not allowed.

M. OUTSIDE EMPLOYMENT

1. District Comes First. When an individual accepts full-time or part-time employment with the District, it is understood that the District has first call upon the services of its employees, regardless of any effect on secondary employment.

2. Incompatible Work. Employees shall not engage in outside employment that conflicts in any way with District employment, detracts from the efficiency of work performance, or is in conflict with the interests of the District. The District expects employees to avoid extra work which affects endurance, overall personal health, or

effectiveness. The District will hold all employees to the same standards of performance and scheduling demands, including employees who hold outside jobs.

3. Notification. Full-time and part-time employees shall notify the General Manager in writing, in advance, of all employment outside the scope of their employment with the District.

4. Conflicts. The Tillamook County Transportation District will notify the employee at any time outside employment is found to be in conflict with the interests of the District or is likely to bring discredit upon the District. It shall be up to the employee to choose which employment option is most desired.

N. DRUG AND ALCOHOL

1. Statement of Policy.

- a. The District has a responsibility to its employees and the public to insure safe working conditions for its employees and a productive District workforce unimpaired by chemical substance abuse. The District has additional responsibilities pursuant to the Drug Free Workplace Act of 1988 for its safety sensitive employees as described in greater detail in Appendix B. To satisfy these responsibilities, the District preserves a work environment free from the effects of drugs, alcohol, or other performance-impairing substances.
- b. The misuse of alcohol and other drugs can impair employee performance, as well as physical and mental health, and may jeopardize employee safety as well as the safety of the public.
- c. All applicants are required to submit to testing and test negative for drugs prior to employment. All employees filling safety-sensitive jobs or any employee reasonably suspected of violating the drug-free workplace must abide by the *Tillamook County Transportation District Policy for Alcohol & Drug Testing*.

2. Policy.

- a. The District is committed to maintaining a safe and healthy work place for all employees by assisting employees to overcome drug or alcohol related problems through appropriate treatment and, if necessary, disciplinary action. For purposes of this Drug & Alcohol policy, medical or recreational marijuana is considered a controlled or illegal substance.
- b. Each employee is responsible for meeting performance, safety and attendance standards.
- c. Employees shall not perform TCTD work with any intoxicating beverage,

liquid mixture or preparation (including any medication) containing alcohol, or controlled or illegal substances, in their system. Employees may not consume alcohol during their rest breaks or meal periods. Similarly, employees may not consume alcohol at off-site work-related meetings or trainings while on working time. If an employee attends an overnight work-related conference, the employee may consume alcohol in moderation after the conference concludes for the day, provided that the employee does not engage in any other TCTD work after consuming alcohol.

- d. The use, sale, possession, manufacture, distribution and/or dispensing by an employee of an intoxicating liquor, controlled or illegal substance, or a drug not medically authorized, or any other substances which impair job performance or pose a hazard to the safety and welfare of the employee, other employees or the public, is strictly prohibited. It is a violation of policy for any employee to report to work under the influence of alcohol, drugs, or intoxicants, to be in this condition while on District property or in other circumstances we believe might adversely affect our operations or safety. The use of alcohol or medically prescribed controlled substances off-duty is not controlled by this policy. Conduct in violation of this policy may result in disciplinary action and/or criminal investigation, if appropriate.
- e. An employee whose alcohol or drug test result is “positive” will be considered in violation of this policy. The District has a zero tolerance policy.
- f. For purposes of this policy, “under the influence of alcohol or drugs” or “under the influence of intoxicants” is any detectable level of alcohol or drugs present in the individual’s system (based on the results of urinalysis or breathalyzer testing).
- g. Failure to give written consent, without qualification, to testing, or failure to provide samples for testing will be considered insubordination, and grounds for immediate suspension and later termination. In addition, failure to appear for or permit a urinalysis test or breathalyzer upon request will be considered the same as a positive test and will be cause for immediate termination.
- h. If an employee is covered by Department of Transportation regulations, additional testing requirements will apply and will be enforced.

3. Permitted Use. It is the employees’ responsibility to determine from a physician whether or not a prescribed drug can impair job performance. An employee whose impairment may affect job performance should take leave or other steps consistent with advice of a physician. If an employee reports to work under the influence of prescription medication and endangers self or others, the employee may be disciplined. Any failure to report the use of such drugs or other substances following an event of concern to the District, or failure to provide evidence of medical authorization, can result in disciplinary

action up to and including termination.

4. Reports of Drug Conviction. Each employee must report facts and circumstances to the Tillamook County Transportation District no later than five (5) days after conviction for violating any criminal drug statute.

5. Employee Education. The District will afford employees an opportunity to deal with drug and alcohol related problems. The General Manager shall maintain information relating to the hazards of and treatment for drug and alcohol related problems. Proactive training and information shall be sponsored by the District periodically. Any District employee may seek advice, information and assistance voluntarily. Medical confidentiality will be maintained, consistent with this policy.

6. Employee Assistance. Any employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through a private treatment program for drug and alcohol problems. The Tillamook County Transportation District will assist employees who wish to identify and select an appropriate treatment program. The District will provide medical insurance for participation in a treatment program as allowed by the insurance plan.

If an employee seeks drug treatment voluntarily and not under adverse employment circumstances, accrued sick leave benefits may be used while attending rehabilitation. After such accommodation, the discontinuation of any involvement with alcohol or drugs may be an essential requisite for employment and is consistent with the District's policy of maintaining a drug free workplace.

7. Searches. Employees have no expectation of privacy with respect to lockers, desks or the contents of other similar District controlled spaces. A search for contraband within personally controlled spaces on District property (purses, garments, brief cases or a personal vehicle, for example) shall be based on reasonable grounds or consent of the employee. In accordance with the provisions of this policy prohibiting drugs in the work place, or based upon legitimate concerns for the possession of other unauthorized materials (such as firearms, explosives or stolen property,) this policy constitutes formal notice of the District's intent to search premises, persons and secured spaces, including vehicles parked on District property, based upon reasonable grounds or consent. Searches shall be approved by the General Manager or his/her designee, and, if possible, notice to the employee and an opportunity to be present shall be given.

The District recognizes that situations may arise that are not specifically covered by this policy and these guidelines. Such situations will be dealt with on a case-by-case basis taking into account such things as the nature of the situation or problem, the employee's overall employment record and job assignment, the potential impact on production and safety and customer relations concerns.

POLICY 9. PERFORMANCE EVALUATION

A. EMPLOYEE PERFORMANCE REVIEWS

1. Purpose - Communication. Employee performance reviews are an essential communication process between the employee and the immediate supervisor. Such reviews provide information relating to merit, identify areas of training needs, target the strengths and weaknesses of the employee's work performance, and measure the relationship between goals and objectives and the individual employee's job performance. The purpose of evaluations is to let employees know how well they are performing their job and whether they have performance problems. It also serves as a basis of personnel decisions – merit increases, promotion and termination.

2. Goal - Form Desirable Behaviors. The goal of the employee performance review process is to establish a pattern of expected work performance and habits. The review process gives employees and supervisors an opportunity to measure, review and establish goals, reward or acknowledge good performance, create incentives, and to detect and correct improper behavior or activity and/or substandard work performance.

3. Review Process. Performance reviews shall be completed at least annually and in accordance with the guidelines and instructions set forth below. Employees and supervisors are required to sign the completed performance review forms. All performance reviews will be reviewed by the General Manager and placed in the employee's personnel file. Employees will be provided with a copy of performance reviews.

4. Employees Affected. All regular employees of the District will be evaluated under this policy. The General Manager shall be evaluated by the Board members based upon the consensus of the Board, using a written performance evaluation.

5. Regular Review. All employees will be evaluated at least annually in the month of their employment anniversary date.

6. Introductory Review. Introductory employees will participate in goal-setting interview/reviews as often as appropriate and will be evaluated in at least one written performance progress during introductory status.

7. Pay and Introduction Recommendations. A recommendation for a merit or step increase and/or initiation or extension of probation, passing an introductory period to regular employee status, or termination shall be set forth in a performance evaluation as appropriate.

8. Supplemental Evaluation. A supplemental performance evaluation may be submitted on any occasion deemed appropriate by a supervisor.

B. THE EVALUATION PROCESS

Meaningful performance assessments require both the supervisor's and the employee's evaluation of the employee's performance.

1. The Supervisor. The employee's immediate supervisor is responsible for timely completion of the official evaluation report. In cases where the immediate supervisor does not have sufficient opportunities to judge the employee's performance, the lead worker (or others in a position to observe performance) should be consulted in completing the evaluation. The form should be completed in the District's HRIS system.

2. Follow-Up. If during the review, specific steps to improve performance were identified or if action needs to be taken by you, please take it. The supervisor is responsible for all follow-up activities. If specific training has been recommended, it is important that it be undertaken. If parts of the job description have become obsolete, it should be rewritten.

POLICY 10. PROBLEM RESOLUTION

A. DISTRICT POLICY

The District strives for fair treatment of all employees. However, misunderstandings and differences of opinion may occur in any organization. The District intends that such matters be resolved as early and fairly as possible. Disagreements relating to work assignment, pay, promotion opportunity or any aspect of the work relationship should be openly discussed with the immediate supervisor. Supervisors and employees should make honest attempts to understand each other's perspectives and make every effort to resolve differences. The Board encourages dialog to resolve the issue and find solutions.

B. STEPS TO SOLUTION

The Board recognizes the right and responsibility of the General Manager to make decisions regarding the day-to-day operation of the District.

However, if an employee believes she/he is not being treated fairly, or feels strongly that a management decision adversely affects the District, its employees, or the community that it serves, the District provides the problem resolution process outlined below.

1. An employee's immediate supervisor is often in the best position to help, so the first step is to discuss the problem with a direct supervisor. To ensure that the matter is addressed in a timely manner, employees are encouraged to discuss the problem with their supervisor within three workdays of the occurrence of the complaint or problem.

2. If the employee still believes the problem is not properly resolved, or feels their supervisor is part of the problem, the employee has the option of filing a written statement concerning the problem with Human Resources. A Problem Resolution Form is available in the staff lunchroom for this purpose, and will help employees understand the process. It also will help Human Resources resolve the problem. Sometimes a written statement will prompt an investigation to better understand the employee's concern. Human Resources will follow up with the employee as soon as practicable.

3. If the employee disagrees with Human Resources' decision, the employee may refer the matter to the General Manager for review. The General Manager's decision is final.

4. The District cannot guarantee that an employee’s point of view will prevail. However, the General Manager will always listen, and make every effort to ensure that problems are resolved fairly and in the public interest.

Problem Resolution Process	
The problem is first discussed with the employee’s immediate supervisor.	The supervisor will consider the facts of the case along with the employee’s concern and make a decision.
The employee files a Problem Resolution Form with Human Resources.	Human Resources will investigate and deliver a decision to the employee.
If the employee is still not satisfied, they may request a review by the General Manager.	The General Manager’s decision is final.

C. RETALIATION

An employee or group of employees who bring a complaint to their supervisor, Human Resources, or the General Manager shall be free to do so without fear of reprisal, deterioration in their work environment, or a detrimental effect on any promotional opportunities.

D. WHISTLEBLOWER RIGHTS AND RESPONSIBILITIES

The District is committed to lawful and ethical behavior in all of its activities and requires directors, volunteers and employees to act in accordance with all applicable laws, regulations and policies and to observe high standards of business and personal ethics in conducting duties and responsibilities. The District encourages its directors, officers, employees or volunteers (“reporting individuals”) to report what they in good faith believe to be unethical or unlawful behavior or a questionable accounting or auditing matter by the District and strictly prohibits retaliation for voicing a concern pursuant to this Whistleblower Policy.

1. Reporting Responsibility. This Whistleblower Policy is intended to encourage and enable reporting individuals to raise concerns internally so that the District can investigate and take appropriate action if necessary. It is the responsibility of all reporting individuals to report concerns about violations of the District’s code of ethics or suspected violations of law or regulations that govern District operations.

2. No Retaliation. It is contrary to District policy for anyone to retaliate or threaten to retaliate against any director, officer, employee or volunteer who in good faith reports an ethics violation, or a suspected violation of law, such as a complaint of discrimination, or suspected fraud, or suspected violation of any regulation governing the operations of the District. An employee who retaliates or threatens to retaliate against someone who has reported a violation in good faith is subject to discipline, up to and including termination of employment or volunteer assignment.

3. Reporting Procedure. Non-management employees should follow the Problem Resolution steps outlined in Policy 10(B) above. Supervisors and managers are required to report complaints or concerns about suspected ethical and legal violations in writing to the District’s General Manager or, in matters which concern the General Manager then to Human Resources. Upon receipt of a complaint the District will investigate appropriately using the services of the District’s legal counsel or designee as determined appropriate.

4. Compliance Officer. The District designates the General Manager as its Compliance Officer. The Compliance Officer is responsible for ensuring that all complaints about unethical or illegal conduct are investigated and resolved. The Compliance Officer will advise the Board of Directors of all complaints and their resolution and will report at least annually to the Board of Directors concerning all accounting or alleged financial improprieties.

5. Accounting and Auditing Matters. The Compliance Officer shall immediately notify the Board of Directors of any concerns or complaint regarding District public accounting practices, internal controls or auditing and work with the Board of Directors or its designated sub-committee to resolve such matters.

6. Acting in Good Faith. Anyone filing a written complaint concerning a violation or suspected violation must act in good faith and have reasonable grounds for

believing the matter raised involves unethical or unlawful behavior or an improper accounting or auditing practice. Any allegation(s) that prove not to be substantiated and which prove to have been made maliciously or with knowledge that they are false will be viewed as a serious disciplinary offense and may result in discipline, up to and including dismissal from the volunteer assignment or termination of employment.

7. Confidentiality. Allegations of violations or suspected violations made under this policy may be submitted in confidence by the complainant and will be kept confidential until and unless disclosures are required by law or by process associated with remedial and corrective action. Reports will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation and applicable law.

8. Handling of Reported Violations. The Compliance Officer will notify the person who submitted a complaint that it has been received and inform the complainant of the nature of action being taken. All reports made under this policy will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

POLICY 11. DISCIPLINE

A. DISCIPLINE GENERALLY

On-the-job conduct of District employees affects the ability of the District to serve its citizens and affects the public's impression of the Tillamook County Transportation District. Employee safety, public safety, productivity and morale are dependent upon employee conduct. Occasionally it is necessary for supervisors to resort to corrective action when other actions are inappropriate, or where a particular employee fails to respond to informal guidance.

In order to provide a fair method of correcting, and when necessary, disciplining employees, the District's General Manager may use progressive discipline procedures to the extent appropriate under the circumstances in the District's judgment. This section concerning discipline does not apply to the District's General Manager, who serves at the pleasure of the Board of Directors. This Section establishes procedures and a process and does not constitute the creation of a contractual right to retain employment.

B. CORRECTIVE ACTION- GENERAL GUIDELINES

1. Corrective action may be initiated for many proper reasons, including, but not limited to, violations of the work rules, insubordination or poor job performance. The severity of the action generally depends on the nature of the offense, an employee's work record, and other factors deemed relevant by the District, and may range from verbal counseling to discharge.

2. Corrective actions for poor performance or misconduct include:

- a. Coaching and counseling
- b. Written counseling or warning
- c. Performance Improvement Plan
- d. Temporary reduction in pay in lieu of suspension
- e. Suspension
- f. Demotion
- g. Discharge

Any or all of these steps may be utilized, depending upon individual circumstances and the nature of the infraction. Exceptions or deviations from the normal procedure may occur whenever the District deems it appropriate, and the District reserves the right to skip any or all of these steps.

C. APPLICATION OF PROGRESSIVE PROCEDURES

1. For performance deficiencies, the District may, but is not required to verbally counsel an employee before issuing a written warning.

2. In the event of two or more performance problems or a more serious violation of a District policy rule or expectation, the District may, but is not required to issue a written warning.

- a. The employee should sign and date the warning. An employee who disagrees with the facts in the warning may submit a written response. It will be placed in the personnel file with the warning.
- b. A written warning need not pertain to the same or similar matter (issue).
- c. Participation in a performance improvement plan may be required by the District. Employees who are asked to participate and refuse are subject to

immediate termination.

- d. In addition to a written warning, the General Manager may also suspend an employee without pay for a period of up to thirty (30) working days, or take other disciplinary action deemed appropriate. Prior to suspending an employee without pay, the General Manager will meet with and afford the employee a pre-suspension conference by complying with the requirements of a pre-deprivation conference described in section E of this policy.
- e. Supervisors, with the approval of the General Manager after a pre-deprivation conference, may demote or reduce the pay of employees for cause. A written statement of the reasons for such action shall be furnished to the employee, and a copy shall be made a part of the personnel file. The employee will sign the statement acknowledging he/she has received a copy of it, and may file a rebuttal statement. Prior to imposing a demotion, the pre-deprivation conference procedure shall be followed.

3. Discharge may result if the employee violates District policy, commits serious misconduct or fails to improve the level of performance.

4. An employee should not be reinstated or otherwise relieved of misconduct if to do so would be contrary to public policy. In determining if reinstatement or other action would be contrary to public policy, the District will look at public policy requirements as clearly defined in statutes or judicial decisions, including but not limited to policies respecting sexual harassment or sexual misconduct, unjustified or egregious use of physical or deadly force, and serious criminal misconduct related to work. Additionally, when an employee claims the employer's alleged previous differential treatment of employees for the same or similar conduct is the basis for reinstatement of an employee who has engaged in misconduct, the following principles apply:

- a. Some misconduct is so egregious that no employee can reasonable rely on past treatment for similar offenses as justification or defense to discharge or other discipline.
- b. Public managers have a right to change disciplinary policies at any time, notwithstanding prior practices, if reasonable advance notice is given to affected employees and the change does not otherwise violate a collective bargaining agreement.

D. DEPRIVATION PROCEDURE

Pre-Deprivation Conference. If the General Manager determines there is cause for the discharge, suspension or demotion of an employee, the General Manager shall notify the employee of the specific reasons and that a suspension without pay, demotion and/or discharge is being considered. The employee shall be provided with the facts upon which the actions are based. The General Manager shall afford the employee a formal opportunity to refute the charges orally or in writing. Once the employee has been afforded an

opportunity to refute the charges and explain the circumstances, the employee may be suspended without pay, demoted, or receive a reduction in pay for-cause. If a pre-discharge conference is to be held, it will be scheduled and within 7 calendar days after notice of action has been given. The employee will be given adequate time to develop a response and to seek necessary outside assistance as the employee feels necessary. The time limits may be varied by the District to meet individual needs.

The General Manager will conduct the conference and decide whether to impose discharge or a lesser degree of corrective action.

E. EXECUTIVE SESSIONS TO CONSIDER DISCIPLINARY MATTERS

1. ORS 192.660. The TCTD Board of Directors may hold an executive session to consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent who does not request an open hearing.

2. Hearings Procedures.

- a. Procedure. The Board shall set a hearing upon timely requests made under this policy. The employee and the supervisor shall be given written notification of the time and place of the hearing. The employee has the right as per ORS 192.660 (1) (b) to request the hearing be held in an open public meeting of the Tillamook County Transportation District Board of Directors.

The order of procedure at the hearing generally will be as follows:

- i. The General Manager or a designee will set forth the reasons for the action and the facts on which it is based. The employee may conduct cross-examination if appropriate.
- ii. The employee may present evidence in support of the employee with or without the assistance of legal counsel or other representative.
- iii. The General Manager or a designee may cross-examine or submit evidence in rebuttal or both.
- iv. Opening statements, if any, will be brief and confined to the issues. Closing argument, if any, will be first by the General Manager or a designee then by the employee. The General Manager may offer rebuttal evidence if desired.
- v. Evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their serious affairs shall be admissible. Irrelevant, immaterial or unduly repetitious evidence may be excluded. Affidavits and counter-affidavits are acceptable as evidence. If either party intends to rely on an affidavit, it shall provide the other party with such affidavit

together with the name, address and telephone number of the affiant at least ten (10) days prior to the hearing or such affidavit shall be inadmissible.

- b. Conduct of Hearings. A hearing before the Board is intended solely for the purpose of receiving evidence either to refute or substantiate specific charges brought to the Board. The hearing shall be conducted accordingly. The Board may impose limits on questioning in the interest of the orderly conduct of the hearing and fairness. The purpose of a Board hearing is to make a decision in a case given information that has been disclosed and/or shared prior to the hearing. Therefore, if new information is presented for consideration by either side in the hearing, the Board will/may refer the matter back to the General Manager for his/her further consideration and action.
- c. Counsel or Representative. If the Board has called an executive session to consider dismissal or disciplinary action, an employee may, but is not required to, have counsel or other representation.
- d. Board Findings. If, after receiving evidence presented in hearings on disciplinary actions, the Board finds that sufficient evidence supports the charges, the Board may take disciplinary action or proceed with dismissal.

The decision of the Board shall include findings of fact and shall be final.

**PERSONNEL POLICIES AND PROCEDURES
CERTIFICATE OF RECEIPT**

I, _____, certify that I have received a copy of the Personnel Policies and Procedures Employee Handbook of the Tillamook County Transportation District. I understand that it is my responsibility to read and ask questions if necessary regarding personnel policies. I accept responsibility for understanding and complying with the District's policies. I understand that this handbook supersedes all prior handbooks, manuals, policies, summaries and understandings on these subjects, that it is not intended as a complete statement of my rights or responsibilities AND THAT IT IS NOT A CONTRACT OF EMPLOYMENT. I understand that my employment can be terminated with or without cause, at any time, at the option of either the District or myself, subject however only to such express restrictions as may appear in the District Policies, as each may be amended periodically. I understand that no one except the TCTD Board of Directors has the authority to enter into any agreement in writing that is contrary to the personnel policies and procedures of the District. I also understand that the District reserves the right to change, substitute, discontinue, interpret and apply, in its sole judgment, all District policies, procedures and benefits.

Employee Signature

Date

(Please complete the bottom half of this form, fold and tear on the dotted line, and return to your supervisor)

**PERSONNEL POLICIES AND PROCEDURES
CERTIFICATE OF RECEIPT**

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Employee Signature

Date

Tillamook County Transportation District

Personnel Policies & Employee Handbook



*Adopted January 21, 2016
(Rev'd ~~March 2017~~ July 1, 2022)*

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Revision ~~01-2017~~07-2022

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POLICY 1. PERSONNEL POLICIES AND PROCEDURES

A. PURPOSE OF PERSONNEL POLICIES

These policies provide rules and regulations for all employees of the Tillamook County Transportation DISTRICT (which is referred to as “the District” throughout these policies) relative to matters of personnel administration, except that the General Manager serves at the pleasure of the Board of Directors (hereinafter referred to as the Board) and is the Board representative in relation to application and administration of these policies to all other District employees. These rules and regulations are intended to set a general framework for effective personnel administration. In all cases, these policies should be construed with this in mind and should be understood as guiding the General Manager and not limiting in any way the prerogatives of the Board in its relationship with the General Manager.

B. INTRODUCTION

This manual contains statements of personnel policies and procedures. It is designed to inform supervisory and staff personnel of the working guidelines for the day-to-day administration of the District, to provide employees an understanding of what is expected of them, and to promote consistent, fair and uniform treatment of District employees.

The District reserves the right to change these policies and procedures at any time. These policies and procedures do not and are not intended to confer any property right in continued employment, to constitute an express or implied contract, or to give rise to a binding past practice under any collective bargaining agreement. These policies are intended to provide guidelines and procedures, not contractual rights. In the event a policy in this manual conflicts with a provision of a collective bargaining agreement, the collective bargaining agreement shall prevail.

Unless otherwise provided by an applicable collective bargaining agreement, employment with the District is “at will.” Employees and the District reserve the right to end the employment relationship, with or without cause, at any time. Further, except as might be approved in writing by the Board, no employee or representative of the District has the authority to enter into an agreement for employment for any specified period of time, or to make any agreement contrary to Board-approved policies.

Each employee can assist in keeping the District personnel program up to date by notifying the General Manager whenever problems are encountered or improvements can be made. When the need for a new or revised policy presents itself, a recommendation should be submitted to the Board for consideration.

The Board may vary or modify any District personnel policy, on a case-by-case basis, if it is found that strict application of the policy is impractical or if it would result in hardship. Exceptions granted in any instance will not be binding in the future.

The District makes every effort to ensure that this handbook complies with all applicable laws. However, in the event that any provision in this handbook conflicts with any local, state or federal law, the applicable law will control.

C. PERSONNEL ADMINISTRATION GENERALLY

The Board and the General Manager shall have authority over all matters of personnel administration through adoption and interpretation of the District budget, pay plans, collective bargaining agreements, motions, and ordinances and resolutions adopting and/or amending the personnel rules and regulations.

The General Manager is charged with responsibility for the implementation and application of the policies.

The General Manager may specifically delegate in writing the authority for the enforcement of rules and policies.

The General Manager shall be responsible for ensuring the effective implementation of these rules and may further establish, amend, or otherwise modify administrative rules and regulations pursuant to Board policies. The General Manager shall advise the Board on any changes concerning these rules and regulations. The Board delegates to the General Manager broad discretion in all aspects of personnel and labor relations, subject to the advice and concurrence of the Board.

Labor negotiations (including the settlement of any grievance even if that grievance has been denied by the Board or a committee thereof) must, in every instance, be approved by the Board before the District may be bound.

D. WRITTEN DEPARTMENTAL RULES AND STANDARD OPERATING PROCEDURES

The General Manager may establish such additional written rules and operating procedures deemed necessary for the efficient administration of the District. Such rules must be consistent with the general policies, procedures, rules, or regulations established by the District. Copies of the applicable departmental rules shall be made available to all employees in the department and shall be maintained in the Tillamook County Transportation District's office.

E. CHAIN OF AUTHORITY

If a situation develops that requires an immediate action or decision, and the General Manager is unavailable and/or unreachable, the Board Chairman will temporarily assume the authority and responsibility of General Manager to assure safety and continuity of TCTD operations.

POLICY 2. NON-DISCRIMINATION AND HARASSMENT

A. EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the District to comply with federal, state and local laws on equal employment opportunity. It is also the District's policy to employ, retain, promote, discipline, discharge, and otherwise treat all employees and job applicants on the basis of merit, qualifications and competence without regard to any status or characteristic protected under applicable law, including, but not limited to sex, sexual orientation, predisposing genetic information, race, color, religion, national origin, ancestry, age, marital status, political affiliation, veteran status, or disability.

The General Manager is the coordinator for the District's procedures for the implementation of this policy. It is the intent and desire of the District that equal employment opportunity will be provided in employment, promotions, wages, benefits and all other privileges, terms and conditions of employment.

B. HARASSMENT

1. Statement of Policy. Tillamook County Transportation District (TCTD) is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, TCTD expects that all relationships among persons will be respectful and professional, free of bias, prejudice and harassment in the workplace, at work related events, or any activity coordinated by or through the organization. This policy applies to all employees, elected officials, volunteers and any other person we interact with in the course of accomplishing the work of the organization.

TCTD has developed this policy to ensure that all its employees can work in an environment free from unlawful harassment, sexual assault, discrimination and retaliation. TCTD will make every reasonable effort to ensure that all concerned are familiar with these policies and are aware that any good faith complaint in violation of these policies will be investigated and resolved appropriately.

Discrimination, harassment, sexual assault, and retaliation are not acceptable.

Any employee who has questions or concerns about this policy should talk with our primary contact Finance Supervisor or as an alternative you may contact the General Manager.

2. Policy. It is our policy to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, national origin, genetic information, or any other characteristic protected by law.

We encourage good faith reporting of all perceived incidents of discrimination, harassment or sexual assault. It is the policy of TCTD to promptly and thoroughly investigate such reports. We prohibit retaliation against any individual who reports discrimination, harassment or sexual assault in good faith or participates in an investigation of such reports.

3. Prohibited Conduct. Sexual harassment, sexual assault, and harassment on the basis of any other protected characteristic is strictly prohibited.

Sexual harassment constitutes discrimination and is illegal under federal and state laws. For the purposes of this policy, “sexual harassment” is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: a) submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment, b) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or c) such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creating an intimidating, hostile or offensive working environment.

Title VII of the Civil Rights Act of 1964 recognizes two types of sexual harassment: a) quid pro quo and b) hostile work environment. Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual’s body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

Oregon Law provides further protection from sexual assault defined as unwanted conduct of a sexual nature that is inflicted upon a person or compelled through the use of physical force, manipulation, threat, or intimidation.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal, written or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, disability, marital status, citizenship, genetic information, or any other characteristic protected by law, or that of his or her relatives, friends or associates, and that: a) has the purpose or effect of creating an intimidating, hostile or offensive work environment, b) has the purpose or effect of unreasonably interfering with an individual’s work performance, or c) otherwise adversely affects an individual’s employment opportunities.

Harassing conduct includes labels, insults or negative stereotyping; threatening, intimidating or hostile acts; demeaning jokes; and written or graphic material that

belittles or shows hostility or dislike toward an individual or group that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on company time or using company equipment by e-mail, phone (including voice messages), text messages, social networking sites or other means.

4. Reporting an Incident of Harassment, Sexual Assault, Discrimination or Retaliation. TCTD encourages good faith reporting of all perceived incidents of discrimination, harassment, sexual assault or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with the Finance Supervisor or General Manager. See the complaint procedure described below.

In addition, we encourage individuals who believe they are being subjected to such conduct to promptly advise the offender that their behavior is unwelcome and to request that it stop. Often this action alone will resolve the problem. We recognize, however, that an individual may prefer to pursue the matter through complaint procedures.

Following receipt of a complaint or concern management may follow-up as reasonably appropriate under the circumstances to ensure no further concerns or retaliation are experienced. Employees should not wait for the management follow-up to share related experiences.

5. Internal Complaint Procedure and Investigation. Individuals who believe they have been the victims of conduct prohibited by this policy or believe they have witnessed such conduct should discuss their concerns with Finance Supervisor if you are unable to reach the primary contact please reach out to General Manager. We encourage all employees to document incidents involving discrimination, harassment, sexual assault or retaliation as soon as possible, including details about the event(s), associated date(s), and potential witnesses.

TCTD encourages the prompt reporting of complaints or concerns so that quick and helpful action can be taken before relationships become irreparably broken. Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, sexual assault, discrimination or retaliation will be promptly investigated. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the event(s) or may have other relevant knowledge.

TCTD will maintain confidentiality throughout the investigatory process to the extent possible with acceptable investigation and appropriate corrective action.

Misconduct constituting harassment, sexual assault, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to

counseling or corrective action as described in Policy 11 of the Personnel Policies & Employee Handbook.

False and malicious complaints of harassment, sexual assault, discrimination or retaliation (as opposed to complaints that, even if erroneous, are made in good faith) may be the subject of appropriate disciplinary action.

6. Time Limitations. Nothing in this policy precludes any person from filing a formal grievance in accordance with a collective bargaining agreement, the Bureau of Labor and Industries' Civil Rights Division or the Equal Employment Opportunity Commission. Note that Oregon state law requires that any legal action taken on alleged discriminatory conduct (specifically that prohibited by ORS 659A.030, 659A.082 or 659A.112) commence no later than five years after the occurrence of the violation. Other applicable laws may have a shorter time limitation on filing.

7. Employment Agreements. Under this policy, a nondisclosure agreement is any agreement by which one or more parties agree not to discuss or disclose information regarding any complaint of work-related harassment, discrimination, or sexual assault.

A nondisparagement agreement is any agreement by which one or more parties agree not to discredit or make negative or disparaging written or oral statements about any other party or the company.

A no-rehire provision is an agreement that prohibits an employee from seeking reemployment with the company and allows a company to not rehire that individual in the future.

TCTD will not require an employee to enter into any agreement if the purpose or effect of the agreement prevents the employee from disclosing or discussing conduct constituting discrimination, harassment, or sexual assault.

An employee claiming to be aggrieved by discrimination, harassment, or sexual assault may, however, voluntarily request to enter into a settlement, separation, or severance agreement which contains a nondisclosure, nondisparagement, or no-rehire provision and will have at least seven days to revoke any such agreement.

C. REASONABLE ACCOMMODATION

The District will afford reasonable accommodation to qualified applicants and employees with a known disability, unless to provide such accommodation creates an undue hardship on the District's operations.

1. Invitation to Self-Identify Physical and Mental Disabilities. Any employee who is a disabled person may voluntarily inform their supervisor of any physical or mental disability and may suggest methods of reasonable accommodation. This information is confidential and will be used only to evaluate reasonable accommodation alternatives to permit you to perform the essential functions of the job in a safe and efficient manner. Refusal to volunteer this information will not subject an employee to any adverse treatment or penalty.

2. Job Performance. Any employee who believes that he/she is having difficulty in continuing to meet the performance requirements of the job due to a physical or mental disability is encouraged to advise their supervisor regarding the nature of the disability, the work limitations covered by the disability and any suggested reasonable accommodation.”

3. GINA. The District complies with the Genetic Information Nondiscrimination Act (GINA), which prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of employees or their family members.

D. IMMIGRATION AND NATIONALITY PROGRAM

The District recognizes that it has a responsibility to comply with the provisions of the Immigration Reform and Control Act of 1986 by employing only citizens of the United States of America and lawfully authorized alien workers. The District further recognizes that it is an unfair immigration-related employment practice to discriminate against an individual, other than an unauthorized alien, based on national origin or citizenship status.

The District’s policy is to provide equal opportunity to all persons in matters affecting employment with the District, including full compliance with the Immigration Reform and Control Act of 1986. The District shall not discriminate against any individual, other than an unauthorized alien, based on national origin or citizen status.

POLICY 3. APPOINTMENTS, QUALIFICATIONS AND SEPARATION

The creation of any new positions must be approved by the Board.

A. JOB ANNOUNCEMENT

Job announcements will be made for any vacant position within the District by the General Manager to the Tillamook County Transportation District. The announcement shall specify title and salary range of the position, the nature of duties performed, qualification requirements, the time and place to apply, and may include the selection process to be used. Job announcements shall be posted with the State Employment office, on appropriate bulletin boards, and may be published in District publications and appropriate newspapers or

newsletters. Job announcements will be posted a minimum of 5 working days prior to the closing date. The District reserves the right to fill vacancies from within prior to the external posting of a position.

B. APPLICATIONS

Appointment to positions is through an open competitive process and will be based on merit and qualification. Promotional appointments may be made exclusively from current employees if it is determined that a sufficient number of employees are interested and qualified to compete through an internal selection process.

Applications shall be available in the Tillamook County Transportation District's office. Applicants will complete the application form and any supplemental materials required by the District for positions within the time period specified in the job announcement.

Applicants for employment shall furnish complete information requested as to education, special training, experience and skills, as well as a chronological history of employment, references, and other information deemed pertinent by the District. The General Manager makes all appointments to positions authorized by the Board.

C. ELIGIBILITY

At the time of application, all applicants must meet the minimum qualifications for the position or demonstrate a reasonable assurance of meeting the minimum qualifications by the time of appointment.

Applicants offered conditional employment for non-administrative positions are required to submit to fingerprinting for a criminal background check. Individuals who refuse to be fingerprinted or who make material false statements as to the non-conviction of a crime shall not be eligible for employment or continued employment. If hired conditionally, such employment will be terminated. *See TCTD's Criminal History Check Policy.*

D. SELECTION

Selection criteria and procedures will be based solely on job-related knowledge, skills, abilities, experience, education, training, and, when appropriate, prior demonstrated performance, aptitude, and character. The General Manager shall design selection criteria based on the classification specifications and job requirements. Based on the results of the selection process, applicants will be selected by the ~~department head~~^{supervisor} for an employment interview. Wherever possible, two or more employees will form an interview or selection panel.

E. ORIENTATION

Upon appointment, the General Manager or designee shall be responsible for orientation of new employees. Orientation shall include, but shall not be limited to, an introduction to the

organization and services of the District, work rules, personnel policies and procedures, safety training, completion of payroll forms, and introduction to other District personnel.

F. INTRODUCTORY PERIOD

New and rehired employees shall serve an introductory period of no less than six (6) months commencing with their first day of employment. Upon promotion, the introductory period is six (6) months unless otherwise specified in the position or at the time of the promotion opportunity.

The introductory period is part of the selection process used to confirm the initial employment decision and to reject those whose performance is not satisfactory. During this evaluation period, the employee and the District will have an opportunity to determine whether further employment with the District is appropriate.

The District can extend the duration of the introductory period up to an additional six (6) months if, in its discretion, it determines that such an extension is appropriate. Either the employee or the District may end the employment relationship at any time during or after the introductory period, with or without cause or advance notice. Successful completion of the introductory period does not change an employee's at-will status. An employee who successfully completes the introductory period will be notified in writing that he or she has become a regular full-time or a regular part-time employee of the District. No employee will be deemed a "regular" and no longer an introductory employee until the District has so determined and notified the employee in writing.

G. EMPLOYEE STATUS

1. Regular Full-Time Employees. An employee who regularly works a minimum of 32 hours a week on a continuing basis, and who has completed the introductory period, is considered a regular full-time employee.

2. Regular Part-Time Employees. An employee who regularly works less than 32 hours a week is considered a regular part-time employee once the introductory period is successfully completed.

3. Temporary Employees. Temporary employees are defined as those employees holding jobs of limited duration arising out of special projects, abnormal workloads, or emergencies. Temporary employees are ineligible for employer-paid benefits with the exception of paid sick leave.

~~4. Substitute Employees. Substitute employees are defined as those without any regularly scheduled shifts. Substitute employees are ineligible for employer paid benefits with the exception of paid sick leave.~~

5.4. Duration of Employment. All employees except temporary employees are hired for an unspecified duration. The District does not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and the District. Accordingly, either the employee or the District can end the employment

relationship at any time, in accordance with District procedures. Discipline and discharge may occur subject to District policies and procedures.

~~6. — Anniversary Dates. The most recent employment anniversary date of a regular employee will be used to determine vacation and merit increases of an employee.~~

H. VOLUNTEERS

The District values its volunteers; however, they are not employees of the District. Volunteers receive only those benefits expressly conferred in writing or by applicable law. Workers' compensation insurance will be provided to volunteers. The service of a volunteer may be discontinued at any time for any reason. Volunteers must abide by all applicable rules, policies and practices ~~of the District, and are held to the same standard of performance as applies to regular employees as~~ described in the District's Volunteer Handbook.

Volunteers serve at the pleasure of the District and either may end the volunteer arrangement at any time.

I. EMPLOYMENT OF RELATIVES OR PERSONS IN THE SAME HOUSEHOLD

Relatives or persons in the same household of an employee may be hired by the District only if the individuals concerned do not work in a direct supervisory relationship. "Relatives" are defined as immediate family of the employee or of the spouse; parents, children, grandparents, stepchildren, siblings and members of the employee's household. Present employees who marry will be permitted to continue work only if they do not work in a direct supervisory relationship with one another. Employees will be allowed to accept a transfer including a demotion to an available and suitable position to avoid direct supervision by a relative or a person within the same household.

J. PHYSICAL EXAMINATIONS

An offer of employment may be contingent upon an applicant's successful completion of a medical examination to determine if the applicant is able to perform the essential functions of the job, with or without reasonable accommodation and without direct threat to the health or safety of the applicant or other persons. If required, this examination will be provided by the District at District expense. Any information gathered will be treated as a confidential medical record. The scope of the post-offer medical examination may not be limited to ability to perform essential job functions and may include other exams as permitted by applicable law.

K. DRIVING RECORD

Employees who may be required to drive as part of their employment with the District, including administrative employees who use the staff car, must possess a valid Oregon driver's license, comply with any operator's license restriction, and be insurable by the District's insurance carrier. All employees who may be required to drive on District business may at any time have their driving record checked by the District. If the record

indicates violations, the employee may be subject to appropriate warnings or disciplinary action, up to and including termination. As a condition of continued employment, each employee who operates District vehicles must maintain a personal driving record that is within risk criteria, if any, established by the District's insurer, as described in greater detail in Appendix A. Job applicants' driving records may be checked prior to being hired as a condition of employment.

Employees who may be required to drive shall notify the General Manager of any change in license status and all traffic violations. Failure to report a traffic violation or change in license status to the General Manager is viewed as a violation of District policy. The District monitors driving records as a component of risk management in order to identify needs for driver improvement. This section is applicable to qualified individuals with disabilities only when driving is an essential function of their job.

The District provides a staff car to be used for conducting off-site District business. When the staff car is available, employees are encouraged to use it in lieu of their personal vehicles.

L. LAYOFFS

Should a reduction in the District work force become necessary, the following procedures shall apply:

Layoffs may be implemented on a District-wide basis or in one or more departments, work groups, or job classifications, depending on the needs of the District. Once it is determined what the scope of the layoff will be, employees generally will be laid off in the following order:

Temporary ~~and on-call~~ employees; introductory employees; part-time employees; and regular employees, according to knowledge, skills, and abilities as determined by the District in its sole discretion.

In lieu of layoff, the District may reduce the hours of work of District personnel. The District will make available medical and dental insurance to laid-off employees as required by COBRA.

M. VOLUNTARY RESIGNATIONS

To voluntarily resign in good standing, an employee must submit a written letter of resignation to the General Manager allowing at least ten working days' advance notice. Failure to submit a timely written resignation may preclude the individual from future employment opportunities with the District.

N. PERSONNEL RECORDS

1. Maintenance of File. The General Manager or designee will maintain

personnel records of District employees. If there is a change of name, address, telephone number, marital status, or number of dependents, employees must promptly notify the General Manager.

2. Removal. Documents shall not be removed from a personnel file, except pursuant to a determination by the General Manager that each particular document is not accurate, or is no longer relevant or timely to any personnel or performance matter. Any document which is removed shall be maintained in a separate file containing all such documents, not indexed under the name of any employee.

3. Medical Records. Documents containing medical information shall be kept in a separate, confidential file that is not part of the employee's personnel file. While these records shall be treated as confidential, supervisors and managers may be informed regarding necessary work restrictions and necessary accommodations; ~~first~~. First aid and safety personnel may be informed, when appropriate, of an employee's disability, if the disability might require emergency treatment; ~~and government~~. Government officials investigating compliance with discrimination laws shall be provided relevant information on request.

4. Personnel Files. This policy defines circumstances under which an employee may examine his/her personnel records; and an individual who is not an employee of the District may examine an employee's personnel record. This policy and procedure applies to all District employees.

- a. No material of a negative or derogatory nature shall be placed in an employee's file unless the employee has had an opportunity to review the material, which shall be noted on the documents.
- b. Employees may be allowed to include in their personnel file any material deemed relevant to job qualifications or performance, in the judgment of the District. Employees may inspect and review their personnel files, excluding confidential reports from previous employers.
- c. Employees may protest, or comment upon, in writing, any materials placed in their personnel file. Such protest/comments shall be placed in the personnel file.

5. Procedure for Access by Employee.

- a. Employees wishing to inspect/review their personnel file shall make an appointment in advance with the General Manager or designee.

- b. An employee may receive a copy of such records. The employee may be charged a reasonable fee for providing this service.
6. Access to Personnel Files - Persons Other Than Employee.
- a. Personnel files are exempt from disclosure under the provisions of ORS 192.502(2) if disclosure would constitute an unreasonable invasion of privacy. Records of discipline may be exempt from public disclosure.
 - b. Any person seeking disclosure of material that could constitute an unreasonable invasion of any employee's privacy shall have the burden of showing that public disclosure would not constitute such an unreasonable invasion of privacy, by clear and convincing evidence.

- c. No information in any employee's personnel file will be released until the employee is notified and has a reasonable opportunity to comment on the request. In all cases, the District must determine whether or not particular personnel records of any District employee are subject to public disclosure. An employee's expectation of confidentiality and privacy is, in each case, subject to the requirements of Oregon's public records law and applicable federal law. This decision shall be made by the Board by resolution following deliberation in executive session.
- d. Information regarding an employee's address, telephone number, work history, performance or salary will not be given over the telephone. Only employment dates and job title may be released verbally.
- e. Verification of employment, ~~requests for salary~~ or other confidential information must be in writing, signed by the employee, authorizing release of specific information. Work reference requests, for both present and terminated employees, must be in writing and signed by the employee, authorizing release of information.

POLICY 4. PAYROLL, SCHEDULING AND OVERTIME PRACTICES

A. WORK WEEK AND WORKING HOURS

The District's work week starts and ends at 12:00 AM on Sunday and 11:59 PM on Saturday. Full-time employees are normally scheduled for forty (40) hours of work per workweek; however this should not be considered as a guarantee of any specific amount of work being made available. The General Manager and employees are expected to ~~accomplish service priorities~~ complete their job duties in a timely fashion within their normal work week to the greatest extent possible. The hours of employment shall be fixed by the General Manager. ~~The District will avoid split shifts if at all possible.~~

B. WAGE COMPENSATION

1. Wage Policy. The District maintains a pay plan covering all positions in the District and showing the minimum and maximum rates of pay. In arriving at such salary ranges, consideration is given to prevailing rates of pay for comparable work in other public and in private employment, including consideration of conditions of work and basic pay, current costs of living, the local economy, wage adjustments in the community, suggestions of the General Manager, and the District's financial condition.

2. Wage Scale Review. An increase/decrease of the non-union wage scale may be recommended by the Board annually during the budget cycle based upon the Portland CPI and the financial means of the District.

3. Non-Union Employees. Non-union employees will be reviewed annually. Wage increases ~~will~~must be ~~at the discretion of~~approved by the General Manager within the salary range and budget approved by the Board. ~~Non-union employee compensation will be determined based on one or more of the following *bona fide* factors:~~

- A seniority system
- A merit system
- A system that measures earnings by quantity or quality of production
- Workplace location
- Travel, if travel is necessary and regular for the position
- Education
- Training
- Experience

4. Union Employees. Union employees are eligible for wage increases in accordance to the current union contract.

C. OVERTIME

Employees who are non-exempt under the Fair Labor Standards Act and state law will be paid for all hours worked in excess of 40 hours in a work week at the rate of time and one-half their regular rate of pay unless a collective bargaining agreement provides otherwise.

D. ~~DRIVER CATEGORIES~~

- | | |
|--------------------------------|---|
| Full Time Drivers: | Drivers who have regularly scheduled hours of 32 hours or more per week. |
| Part Time Drivers: | Drivers with regularly scheduled hours less than 32 hours and may bid on Full Time positions if they come available. |
| Substitute Drivers: | Drivers without any regularly scheduled shifts. |
| Volunteer Drivers: | Drivers who volunteer their services to benefit the community without expectation of pay. |

E. ~~ASSIGNMENT OF SUBSTITUTE OR SPECIAL BUS OPERATION HOURS~~

~~The District's ability to cover shifts and special bus operations depends on the fair distribution of hours to substitute drivers and part time drivers willing to take on extra shifts. The Sub Call List is a seniority list based on the hire date of each substitute driver and part time driver.~~

- ~~1. Taking a full time or part time position will automatically remove a driver from the Sub Call List.~~
- ~~2. Any part time driver not wanting additional shifts or wanting to be placed~~

~~back onto the list will notify the Operation Superintendent in writing.~~

~~3. The Sub Call List will be constantly rotating and a log of all drivers called and shifts assigned will be kept by Dispatch.~~

~~4. Shifts will be filled no more than two weeks in advance.~~

~~5. Anyone on the list who does not answer the phone or respond within the time specified on their phone message machine by the dispatcher will lose their turn in the rotation.~~

~~6. — A person on the Sub Call List will be skipped in the rotation if they decline the job or have over 25 hours scheduled in one work week. If no one accepts the shift, a driver with over 25 hours may be assigned the additional hours.~~

~~7. — If a substitute driver or part time driver is already scheduled to work on a day that a shift becomes available and they are next in the call rotation, they will not be offered the work. Nonetheless, they will not lose their spot in the rotation and will be offered the next available shift.~~

~~In order to encourage excellent customer service, when an SBO customer requests a particular driver who is available for the date and time needed, that driver will be assigned the shift and not lose their place in the rotation of the Sub Call List; provided, however, that the requested driver is not scheduled for over 25 hours per week.~~

~~An emergency will exist when a shift must be filled on very short notice. The General Manager (or delegated employee) determines when an emergency exists. In an emergency, the dispatcher will assign the work to the closest, most readily available driver in order to best serve the needs of our riders who depend on reliable service.~~

~~If no substitute or part time drivers are available to take a shift, the hours will be offered to available full time drivers with the least amount of overtime.~~

~~F. — CALL IN~~

~~Any employee called into work will be paid their regular rate of pay for their time worked, or for two hours, whichever is greater. Only hours actually worked in excess of 40 hours in a workweek will be paid the overtime rate of pay.~~

G.D. REST PERIODS AND MEAL PERIODS

The District provides meal, rest, and lactation periods in compliance with the Fair Labor Standards Act and Oregon Bureau of Labor and Industries requirements. Please see your supervisor for details.

H.E. PAYDAY

The District's paydays are bi-weekly on Friday.

I.F. PAYROLL DEDUCTIONS

1. Required Deductions. Federal and state laws require the following deductions from every paycheck:

- a. Federal Income Tax.
- b. State Withholding Tax.

- c. Social Security Taxes.
- d. Medicare.
- e. State Accident Insurance-Employee Surcharge.
- f. Court ordered child support payments or garnishments.

2. Other Deductions. Other deductions may be made from the employee's paycheck as permitted by applicable law, including, but not limited to, the following:

- a. Deductions authorized in writing by the employee, recorded in the District's books, and for the benefit of the employee.
- b. Insurance contributions.
- c. 457 Deferred Compensation contributions.

3. Deferred Compensation. Any District employee may elect to enroll in a deferred compensation plan approved by the District. Deferred compensation accounts will be established on behalf of any employee who makes contributions to the plan in accordance with plan requirements. Contributions to the plan may begin upon hire according to the 457 plan. Employees are eligible for a District match to a 401(a) account in their name after six months of employment. The District will match up to 8% of gross wages, the employee's 457 deferred compensation contribution.

J.G. MEDICAL AND LIFE INSURANCE

The District provides group medical, dental, vision, prescription and life insurance for eligible full-time employees or eligible part-time employees. Coverage for eligible employees ~~hired by the 10th~~ begins the first of the ~~next~~ month following ~~the employment date.~~ ~~Coverage for eligible employees hired after the 10th~~ begins the first of the ~~2nd~~ month following the employment date. hire. Information regarding eligibility and specific benefits is available. Spouse/Dependent health insurance coverage to qualifying employees is covered by the District at a rate set by the Board. Eligible employees may ~~sign up for family medical benefits for persons including but not limited to: married spouse, children, stepchildren, foster children or same sex domestic partner~~ enroll their eligible dependents in family medical benefits. Eligible dependents generally include the employee's spouse, Oregon registered domestic partner, children under age 26 (including stepchildren, adopted children, and foster children), and children age 26 or over and incapable of self-support because of developmental disability or physical handicap that began before their 26th birthday. Please contact HR for additional information about eligible dependents.

The preceding is a summary of benefits currently made available to eligible employees. In many cases, the benefits in this section are provided under the terms of a plan, and

employees should consult the plan's summary plan description for details. In a situation where the terms of this handbook conflict with a plan's summary plan description, the summary plan description will control.

K.H. TIME RECORDS

Time cards must serve as an accurate record of the time for which each employee works and is paid wages and overtime. Each employee is expected to ~~record~~ accurately record all time spent working on District business. Employees must also review their time records for accuracy before approving them in the District's human resource information system. Time worked typically means all time an employee is required to be on the District's premises, on duty or at a prescribed work place. It includes all time spent performing job activities or performing an activity preparing an employee for work as required by his/her job. Personal time spent in District offices outside regular working hours should not be recorded. Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

The District encourages every employee to immediately report any pay or benefit inaccuracies to the General Manager or designee. The District's policy is to accurately pay for all time worked and calculate earned time and benefits properly, and will not tolerate retaliation against those who report pay or benefit inaccuracies in good faith. Introductory or regular employees shall record all time worked for the District. An employee of the District may not volunteer service to the District and not record the time worked unless the volunteer hours worked DO NOT INVOLVE THE SAME TYPE OF SERVICE that the person is employed to perform for the District, and the services are provided with an intent to better the community and without expectation of pay. All volunteer activities by employees that benefit TCTD must be approved by the General Manager in advance and in writing.

L.I. PAY UPON SEPARATION

The District pays final wages in compliance with applicable law. The District pays out accrued but unused vacation upon termination for any reason.

M. — JOB SHARING

~~Job sharing shall be implemented, continued or terminated at the discretion of the District based on operational efficiency. Specific scheduling arrangements shall be determined by Tillamook County Transportation District and should be a function of the needs of the District, the nature of the job and the desires of the job share partners.~~

POLICY 5. EMPLOYEE TRAVEL AUTHORIZATION AND REIMBURSEMENT

A. GENERAL EXPECTATIONS

All employees of the District are expected to use good judgment regarding the expenditure of funds for travel expenses. Only through teamwork can the costs of travel on District business be minimized.

B. DOCUMENTATION OBJECTIVES

The procedures for documenting the expenses involved with employee travel on District related business activities are designed to provide public accountability in two areas:

1. Pre-approval of all travel requests to insure that the travel is appropriate to the needs of the District and that budgeted funds are available for specific travel requests.
2. A complete accounting of the actual expenses for the travel to insure that the expenses reported for reimbursement are appropriate and provide appropriate documentation.

C. APPROVAL

The Tillamook County Transportation District shall authorize registration, travel and attendance expenditures in advance within the budgeted amounts adopted by the Board. Prior to submittal for Tillamook County Transportation District approval, the request must be approved by the supervisor.

D. TRAVEL SETTLEMENT

Within one week after travel has been completed, the employee must turn in receipts for lodging and all other expenses to be paid or reimbursed. Failure to do so may delay, reduce, or eliminate any reimbursement.

E. GUIDELINES

The following general guidelines apply to the reimbursement of employee travel expenses.

1. Transportation. The District will pay the actual cost of transportation, taxi fares, telephone calls and similar items incidental and necessary to the performance of official business while on travel status. If the employee's personal vehicle is used, the District will reimburse the employee at the current IRS mileage rate for the actual mileage required for the trip. Parking and other related expenses must be documented by receipt.

2. Lodging. Hotel and motel accommodations should be appropriate to the purpose of the trip. Expenses for lodging must be supported by actual receipts. Reimbursement for lodging is generally limited to the expense of a single room, except where employees are sharing a room. As a cost saving incentive, if an employee chooses to make other arrangements for lodging, a payment of \$75 per night to the employee may be allowed in lieu of paying the actual accommodation costs. Any cancellation fees are the responsibility of the employee.

3. Partial Day Meal Reimbursement. As determined by the General Manager, partial day or full day meal reimbursement may be allowed when the employee is away from District facilities on District business during normal meal times. Reimbursement for

meals will follow the GSA Meals & Incidental Expenses (M&IE) guidelines available at www.gsa.gov. Individual meals may be reimbursed after the fact with a detailed receipt, not to exceed the M&IE guidelines, except in circumstances authorized by the General Manager.

~~4. Full Day Meal Reimbursement. Employees will be allowed a full day meal reimbursement using the M&IE guidelines. Receipts must be provided.~~

~~As a general guideline, meal reimbursement will not be approved when an employee attends a conference or other event in which a meal is provided. If an employee cannot enjoy the provided meal due to dietary restrictions, the employee should request an exception to this general guideline in advance.~~

5.4. Telephone. Expenses for telephone communications may be reimbursable only if they are directly related to District business and are supported by actual receipts. Personal telephone calls charged to the District or to your room and paid by the District must be reimbursed.

6.5. Registration and Tuition Fees. Expenses for registrations and/or tuition fees are allowable expenses, and a copy of the registration must be attached to the Request for Expenses form.

7.6. Accompanied Travel. Shared room guest accommodations are allowed provided there is no additional cost beyond the single room rate. Any additional charge is a personal expense to be paid directly to the hotel by the employee and/or guest. All expenses for guests who accompany the employee on a trip are not reimbursable.

8.7. Alcoholic Beverages. Any expenditures for alcoholic beverages are not allowed and reimbursement will be required if any are charged to the District.

9.8. Travel Advances. On a case by case basis, the General Manager can authorize an advancement of known travel costs such as meals, rental cars, shuttle/bus/cab fares, parking, and mileage in advance of travel with supervisor approval. Staff must properly document all expected expenses and reconcile using a travel report within 30 days of their return. All costs must be verified by receipt or mileage log. Overages must be promptly repaid to the District, while authorized additional expenses will be reimbursed to the employee.

POLICY 6. TIME OFF

A. VACATION PAID TIME OFF (PTO) BENEFITS

~~Vacation benefits are intended to provide eligible employees with a period of paid rest and relaxation need time away from work for planned vacations, personal or family illness, volunteer activities, personal or family obligations, and other personal matters.~~ The District recognizes that employees need time away from work for planned vacations, personal or family illness, volunteer activities, personal or family obligations, and other personal matters. Accordingly, PTO is available to all non-represented employees are

~~encouraged to schedule vacations each year, as described in this policy.~~

Effective July 1, 2022, all non-represented full-time employees will accrue PTO at the rates shown below. Non-represented part-time employees will accrue PTO on a pro-rated basis, depending on the number of hours worked. PTO begins accruing on the first day of employment. All hours worked hours count toward PTO accrual. Time-off in excess of PTO accruals and to other available paid leave may be approved on an unpaid basis. As employees use PTO, the time used will be deducted from the employee's accrued PTO balance. Accrued PTO hours are available upon accrual, except that new employee may not begin using PTO until their 91st calendar day of employment.

<u>Years of Service</u>	<u>Hourly Accrual Rate for each hour worked</u>	<u>Days per Year</u>
<u>First Year</u>	<u>0.088</u>	<u>22 days</u>
<u>Second Year</u>	<u>0.096</u>	<u>24 days</u>
<u>Third Year</u>	<u>0.104</u>	<u>26 days</u>
<u>Fourth Year</u>	<u>0.112</u>	<u>28 days</u>
<u>Fifth Year</u>	<u>0.120</u>	<u>30 days</u>
<u>Sixth Year (maximum)</u>	<u>0.128</u>	<u>32 days</u>

PTO shall not accrue during any unpaid time off or leave of absence unless otherwise required by law. Employees may accrue a maximum of 300 hours of PTO time. Except as otherwise described in this policy, when an employee reaches the 300-hour cap, PTO accrual will stop until the employee uses PTO to reduce their PTO balance or cashes out PTO as provided under this PTO policy.

Employees ~~all earned~~ hired before the effective date of this PTO policy will have all their accrued, unused legacy sick and vacation ~~benefits~~ hours converted to PTO hours. Existing employees will not lose any days if they come into the PTO system with a balance greater than the 300-hour PTO cap. These employees will continue to accrue PTO for one year from the PTO policy effective date. If, after one year, they still have more than 300 PTO hours, PTO accrual will stop until the employee uses PTO to reduce their balance to below 300 hours or cashes out PTO as provided under this policy.

PTO accruals used will be paid at the employee's current straight-time hourly rate. An employee may use up to (8) hours of PTO per vacation day or the number of hours they are normally scheduled to work. No employee will be allowed to take more than 40 hours PTO leave in any single work week. Requests to use PTO for vacations and similar personal reasons will be handled on a first come, first served basis with due regard for operational considerations. Vacation requests should generally be made at least 30 days in advance of the desired start. Requests submitted with less than 30 days' notice might be denied if the employee's absence would cause an operational hardship. If a holiday falls during an employee's scheduled vacation, the employee will receive holiday pay for the day if eligible for such pay and will not be charged for ~~vacation~~ PTO benefits.

Requests to use PTO for any of the following Sick Time Reasons will be reviewed for approval in compliance with state law:

- To care for the employee’s own mental or physical illness, injury, or health condition (including for diagnosis, care, treatment, or preventative care)
- To care for a family member’s mental or physical illness, injury, or health condition (including for diagnosis, care, treatment, or preventative care)
- For any OFLA-qualifying absence (see the Oregon Family Leave policy for more information)
- For time off related to Domestic Violence leave (see the Domestic Violence leave policy for more information)
- To donate to another employee as provided under the Emergency Leave Pool policy
- For time off in the event of a public health emergency

When the need to use PTO for a Sick Time Reason is foreseeable, such as for a pre-scheduled medical appointment or surgery, employees must make a reasonable attempt to schedule the time off in a manner that does not unduly disrupt the District’s operations. Employees should submit an Employee PTO Leave Request form to their supervisors 10 days in advance.

When the need to use PTO for a Sick Time Reason is not foreseeable, employees must notify their supervisors their need for non-scheduled PTO before the start of their scheduled work shifts or as soon as practicable and must submit an Employee PTO Leave Request form to HR within three days of returning to work. If the employee uses non-scheduled PTO for multiple days in a row, the employee must proactively notify HR on the 4th consecutive scheduled workday missed. Employees must also abide by any department call-in rules. The District provides vacation benefits to its regular part time and full time employees. Vacation leave for employees will be figured by multiplying their hours worked (for purposes of this Vacation policy only: regular + holiday + vacation + sick leave hours; not overtime hours) by the appropriate factor as described below:

ADMINISTRATIVE STAFF

Year of Service	Accrual Factor multiplied by hours worked each month	Benefit equivalent based on 40 Hours/Week
First Year	.039	10 days
Second Year	.047	12 days
Third Year	.054	14 days
Fourth Year	.062	16 days
Fifth Year	.070	18 days
Sixth Year (Maximum)	.077	20 days

~~Vacation time will start accruing from hire date. However, an employee must work for TCTD for a period of six (6) months before being eligible to use vacation time. Vacation credits shall not accrue during any unpaid leave of absence unless otherwise required by law. Accrued vacation hours shall become available the first day of the month following accrual. The District may take disciplinary action against an employee who fails to provide notice, uses non-scheduled PTO for a reason other than a Sick Time Reason or attempts to circumvent the scheduled PTO process.~~

~~The District may require, with approval by HR, a return to work medical clearance for any employee using PTO due to an illness or injury if the employee is absent more than five (5) consecutive calendar days.~~

~~An employee's routine use of non-scheduled PTO might cause the District to suspect leave abuse and initiate an investigation. This investigation could include but is not limited to requesting that the employee obtain a physician's note concerning an illness which the District suspects is part of a pattern of leave abuse or if the District has information that the employee may not have been ill or injured.~~

~~Non-represented employees may donate up to 10% of their accrued PTO, subject to a cap of 40 hours per calendar year, to the District's Emergency Leave Pool. All donations must be made anonymously.~~

~~Non-represented employees who accumulate more than 80 hours of PTO time may sell back accumulated PTO hours in excess of 80 to TCTD up to two times per rolling 12-month period. The purpose and intent of this program is to offer support to employees in cases of financial hardship. Employees with less than 80 hours of accumulated PTO time are not eligible for the sell-back program. Eligible employees who wish to sell back PTO time must submit their requests in writing to the General Manager or designee. PTO sell-back requests are subject to the approval of the General Manager or designee. Submission of a PTO sell-back request is not a guarantee of approval.~~

~~Employees may accrue a maximum of 240 hours of vacation leave time. If, when the accrual reaches the maximum level and vacation leave has not been scheduled, the employee may be directed to take the time off, or the hours may be reduced by issuing a check to the employee in compensation for a portion of the hours accrued, as determined by the General Manager.~~

~~Vacation accruals used will be paid at the employee's current hourly rate. Vacation time must be requested in January in order to be handled on a seniority basis. If vacation time is requested after the month of January, requests will be handled on a first come, first served basis. Vacation leave is to be scheduled and approved by the General Manager at least 30 days in advance of the desired start of leave.~~

1. — ~~Use of Vacation Leave. An employee may take vacation leave with pay up to (8) hours per day or the amount of hours they are normally scheduled to work. No employee will be allowed to take more than 40 hours vacation leave in any one work week.~~

~~Vacation Pay.~~ When an employee is separated from employment with the District for any reason, ~~she/he shall~~ the employee will receive payment for accrued but unused ~~vacation~~ PTO leave. In the case of death, payment for accrued but unused ~~vacation leave~~ PTO shall be paid in the same manner that salary due to the decedent is paid.

~~Vacation Pay will be compensated based upon the straight time hourly rate in effect at the time of vacation or separation from District employment.~~

B. HOLIDAYS

Part-time employees on a pro-rated basis and regular full-time employees will receive a day off with pay (eight hours) on each of these recognized holidays:

New Year's Day
Martin Luther King Day
Memorial Day
Independence Day
Labor Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

1. Veterans Day. Employees who served on active duty in the Armed Forces for at least 6 months and received a discharge under honorable conditions or were deployed or served on active duty in a reserve or National Guard unit for at least 6 months are eligible to take Veterans Day off. The time off shall be unpaid unless the employee elects to use available vacation to cover the time. Requests for the day off shall be made at least 21 days in advance, and the requests shall be granted unless the time off creates an undue hardship for the District or would cause a significant economic or operational disruption. In such case, the District will allow the veteran to take another day off before the Veterans Day holiday. Employees may be required to provide documents demonstrating eligibility for Veterans Day off.

2. Office Personnel. If a holiday falls on a Sunday, it will be observed on the following Monday. If a scheduled holiday falls on a Saturday, it will be observed on the preceding Friday.

3. Drivers. Drivers will receive holiday pay in accordance with any applicable labor agreement.

4. All Employees. Employees who are off work on a leave of absence shall not receive holiday pay. Employees who are off work due to sickness or vacation shall be paid for the holiday in lieu of using vacation or sick leave ~~credits~~.

5. Holiday Work. Administrative employees who are required to work on any recognized holiday shall be paid one and one-half (1 ½) times their regular hourly rate for such work in addition to holiday pay.

C. SICK/EMERGENCY LEAVE POOL

~~The District provides eligible employees with sick leave in accordance with the Oregon Paid Sick Leave Law and administrative rules.~~

~~1. — Notification of Inability to Work. Employees must notify Human Resources Specialist for any foreseeable, planned sick leave at least 10 calendar days prior to the date the leave will begin or as soon as practicable, by submitting an Employee Leave Request form to Human Resources. Employees must also make a reasonable effort to schedule sick time in a manner that is not unduly only minimally disruptive to the business and operations. Employees must inform Human Resources of any change in the expected duration of sick leave as soon as is practicable.~~

~~When the need for leave is unforeseeable, employees must contact their supervisors before the start of their scheduled work shift or as soon as practicable, and must submit an Employee Leave Request form to Human Resources within three days of returning to work. The Emergency Leave Pool is a voluntary program in which non-represented District employees may donate accumulated PTO hours to a co-worker who has been unable to work for two weeks or longer and has exhausted all PTO leave, bereavement leave, and any other paid leave available to them. Participation in this program is limited to non-represented full-time and part-time regular status employees (“eligible employees”). The Emergency Leave Pool may be accessed for the hospitalization or prolonged serious illness of the employee.~~

~~Eligible employees who wish to access the Emergency Leave Pool must notify their supervisors. The supervisor will forward details of the request to HR, including why the leave is needed, and provide an estimate of how much leave is needed. HR will then issue an appeal for donations without identifying the recipient. Employees who choose to donate must complete and sign a PTO donation form indicating the number of hours they wish to donate. HR will then inform the recipient of how many hours were donated. If the number of donated hours exceeds the recipient’s need, the excess hours will remain in the Emergency Leave Pool for other eligible employees to access in the future.~~

~~Participation is voluntary. To ensure that no employee is pressured to participate, donations will be made anonymously.~~

~~Employees must also abide by any department call-in rules. The consequences the District may discipline an employee for failing to provide proper notice or for failing to make a reasonable effort to schedule leave in a manner that is not unduly only minimally disruptive to the business and operations are that the District may deny the use and legal protections of sick time.~~

~~If the employee must use sick leave for an unforeseeable purpose during the course of a workday, she/he must notify the General Manager before leaving work. If sick leave is taken to care for a dependent, the District expects that every effort will be made for other care arrangements as soon as possible, except where leave for dependent care purposes is provided for by family leave laws, and the employee is eligible for such leave.~~

~~2. — Accrual. In order to minimize the economic hardships that may result from an unexpected short term personal or dependent illness or injury, the District provides regular full-time employees with accumulated sick leave of eight (8) hours per month. Part-~~

~~time, temporary and substitute employees accrue .045 hours of sick leave for each hour worked. Unused sick leave benefits accumulate and carry over from year to year. The District caps sick leave accruals at a maximum of sixty (60) days. Employees are not paid for unused sick leave upon employment termination.~~

~~Accrued sick leave hours are available upon accrual, except that new employees may not begin using sick time until their 91st calendar day of employment.~~

~~3. Payment of Sick Leave. Employees using sick time pursuant to this policy will be paid for sick time at the base rate of pay the employee would have earned during the leave or scheduled shift, plus any night time shift differentials earned during that time. Employees will not be paid for lost overtime. Generally, sick time pay will be included in the paycheck for the next payroll period after sick time is used, provided the employee submits adequate documentation verifying that the absence was for a qualifying reason as defined above. A report of sick time accrued and used will appear on each paystub.~~

~~4. Use of Sick Leave. Employees may use accrued sick leave for the following reasons:~~

- a. ~~For the diagnosis, care or treatment of the employee, or the employee's covered family member, for mental or physical illness, injury or health condition and includes preventative medical care such as prenatal visits and routine medical and dental visits.~~
 - ~~"Family member" means the eligible employee's grandparent, grandchild, spouse, or Oregon registered same gender domestic partner, and the domestic partner's child or parent; the employee's stepchild, parent in law or a person with whom the employee was or is in a relationship of in loco parentis; and the employee's biological, adoptive or foster parent or child.~~
- b. ~~If the employee, or the employee's minor child or dependent, is a victim of domestic violence, harassment, sexual assault or stalking as defined by Oregon law (ORS 659A.272) and requires leave for any of the purposes in that law.~~
- e. ~~For any purpose allowed under the Oregon Family Leave Act, including bereavement leave.~~
- d. ~~If the employee's place of business is closed, or the employee's child's school or place of care is closed, by order of a public official due to a public health emergency.~~
- e. ~~To care for a covered family member whose presence in the community would jeopardize the health of others, as determined by a lawful public health official or a licensed health care provider who is primarily responsible for providing health care to the family member.~~
- f. ~~If the Company is required by law to exclude the employee from work for health reasons.~~

~~An employee may take sick leave with pay up to the number of hours they would have worked and not more than 40 hours in one work week.~~

~~Employees may use sick leave in one hour increments to cover all or part of a shift. Unless otherwise allowed by District policy, employees absent from work for a qualifying sick leave purpose must use accrued sick time hours for that reason and on each subsequent day of absence until all accrued sick time has been used.~~

~~An employee shall not be eligible for sick leave pay on a designated District holiday, any day the employee has scheduled as a vacation day, or when Workers' Compensation wage loss is received.~~

~~A demonstrated ability to work regularly is a requirement of continued employment. This expectation will govern decisions on employees who are absent repeatedly. Excessive~~

~~unprotected absences and/or abuse of sick leave may result in disciplinary action.~~

~~5. — Verification of Sick Leave. If an employee takes more than three consecutively scheduled workdays as sick leave, the District may require reasonable documentation showing that the employee was absent for an approved reason. Reasonable documentation includes documentation signed by a healthcare provider, or documentation for victims of domestic violence, harassment, sexual assault or stalking. If the District suspects sick time abuse, including but not limited to repeated use of unscheduled sick time on or adjacent to weekends, holidays, vacations and paydays, the District may require documentation from a healthcare provider on a more frequent basis. If an employee fails to provide the required documentation, the District may withhold pay for the sick time used until the required documentation is provided.~~

~~6. — Exhaustion of Sick Leave. If, at any time, it is determined by medical authority that the employee is permanently incapable of returning to all the regular duties for which she/he was employed, the District will engage in the interactive process as required by law.~~

~~7. — Use of Unpaid Leave. Employees may request unpaid leave when all other paid leave has been used. The General Manager may approve unpaid leave at his or her discretion.~~

~~8. — Medical Certification. An employee may be required to provide medical certification that they are physically prepared to return to work.~~

~~9. — Transfer of Sick or Vacation Leave. Employees who have exhausted their sick and vacation leave benefits may receive a donation of sick leave and vacation leave from administrative employees if they require extended time off for illness or injury. In such event, the District's only involvement shall be to transfer an employee's leave credit in accordance with the employee's request and add it to the sick leave balance of another employee. Employees may donate up to 10% of their accrued sick leave balance. No employee may donate more than 40 hours per year to other employees. All donations must be made anonymously and the employee will have the option of declining the donation. Holiday hours may not be donated.~~

~~10. — No Discrimination or Retaliation. The District will not take retaliatory personnel action or discriminate against employees for using or requesting protected sick time. Employees are encouraged to discuss any concerns regarding sick time with the General Manager or designee.~~

~~11. — Concurrent Use. Sick leave runs concurrently with Oregon Family Medical Leave and other leave where allowed by law.~~

D. FAMILY AND MEDICAL LEAVE OF ABSENCE

Unpaid leave of absence for up to 12 weeks is provided to eligible employees for certain

family or medical reasons. This section describes family medical leave under Oregon

state laws. An official notice explaining your rights and responsibilities under the Oregon Family Leave Act (“OFLA”) is posted in the lunch/ break room.

1. Eligibility. Under the Oregon Family Leave Act (“OFLA”), employees must have been employed by the District for at least 180 days and worked an average of 25 hours per week in the previous 180 days to qualify for state family leave. Employees taking leave to care for a newborn, adopted or newly-placed foster child only have to meet the 180-day employment requirement (regardless of the number of hours worked). Employees taking leave arising out of a spouse’s or registered domestic partner’s active duty or call to active duty under OFLA, have to work an average of 20 hours per week to qualify for such leave.

2. Qualifying Purposes. Employees may request family and medical leave:

- a. To care for the employee’s child after birth, or placement for adoption or foster care (“parental leave”).
- b. To care for the employee’s spouse, child or parent, parent-in-law, grandparents, grandchildren, registered same-sex domestic partner and parents or child of an employee’s registered same-sex domestic partner with a serious health condition (“family member leave”).
- c. For a serious health condition that prevents the employee from performing his or her job.
- d. To care for a ~~minor~~ child (under the age of 18 or an adult dependent child substantially limited by a physical or mental impairment) who is ill and requires home care, and does not have a serious health condition, provided another family member is not willing and able to care for the child (“sick child leave”).
- e. For up to 14 regularly-scheduled work days per deployment arising out of the employee’s spouse’s or registered domestic partner’s active duty or call to active duty in the Armed Forces, National Guard or Reserves.
- f. For up to two weeks of leave per death of a family member, up to a maximum of twelve weeks per leave year, for dealing with the death of a family member attending the funeral (or alternative) of the family member, making arrangements necessitated by the death of a family member, or grieving the death of a family member (“bereavement leave”).

In addition to the basic 12-week family leave entitlement, eligible OFLA employees may also qualify for additional family medical leave in the following circumstances.

- g. Up to 12 weeks leave for incapacity related to pregnancy, prenatal medical

care, or childbirth.

- h. Up to 12 weeks of sick child leave for those employees who take 12 full weeks of parental leave, provided the child does not have a serious health condition.

3. General Provisions.

- a. Notice. Employees are required to give the District at least 30 days' advance notice of the need for leave when the need is foreseeable. If the reason for the leave is unforeseeable, absent unusual circumstances, you must provide notice as soon as practicable.

Employees are responsible and must provide sufficient information for the District to determine if the leave may qualify for family medical leave protection and the anticipated timing and duration of the leave. Employees also must inform the District if the requested leave is for a reason for which OFLA leave was previously taken or certified.

The consequences for failing to provide adequate notice for OFLA leave are that the District may reduce the period of unused OFLA by the number of days the employee took leave without notice (not to exceed three weeks per leave year).

Employees must make reasonable efforts to schedule treatment for serious health conditions and/or leave for planned treatment in a manner that does not unduly disrupt business operations.

- b. Rolling Twelve-Month Leave Period. The leave calculation year for family medical leave is 12 months measured backward from the first day family leave is taken by the employee (12-month "rolling backward" method). Each time the employee uses family leave, the employee's remaining entitlement would be the balance of the 12 workweeks which has not been used during the immediately preceding 12 months.
- c. Paid, Other Leave to Run Concurrently. Leave granted under state workers' compensation laws will be treated in accordance with the above laws and will run concurrently with family medical leave covered by OFLA; however if the worker's compensation claim is accepted, any leave for that worker's compensation accepted claim will not count as OFLA, unless the employee's workers' compensation claim is denied, or if the employee rejects a light-duty offer.

Paid leaves and unpaid leaves (e.g., personal leave) run concurrently with unpaid family medical leave where allowed by law. Any accumulated paid leave, such as vacation funeral and sick leave, must be substituted for unpaid family medical leave and taken before the remainder of family medical leave is taken as unpaid leave. Sick leave may also be used for

any leave covered by OFLA.

- d. Medical Certification. The District will require a timely, complete and sufficient medical certification of serious health conditions. The employee will be required to provide the certification within 15 days of the request. The District will require returning employees to provide a fitness-for-duty certification to return to work. Second and third opinions, and periodic recertifications in connection with, and supporting the need for leave may be required.

Under Oregon law, employees who use sick child leave on all or any part of three separate days in a 12-month leave period may be required to provide medical documentation from the child's doctor to verify that the child was ill and required home care for all subsequent uses of sick child leave in the 12-month period.

The consequences for failing to provide a timely, sufficient and complete medical certification supporting the need for the absence(s) are that the leave may be delayed or denied and not be protected by family medical leave laws.

- e. Certification of spousal/domestic partner military deployment. The District will require certification of spousal or registered domestic partner deployment leave. The employee must respond to such a request within 15 days of the request. Failure to provide a timely, complete and sufficient certification may result in denial or delay of continuation of leave.
- f. Intermittent/Reduced Schedule Leave When Medically Necessary. Generally, intermittent or reduced schedule leave is not available for family leave used for birth, adoption or foster placement. In other situations where intermittent or reduced schedule leave is available and foreseeable, employees may be temporarily transferred to available alternative positions that better accommodate intermittent or reduced schedule leave. Any such transfer covered by OFLA will be with the employee's consent.
- g. Reinstatement. Generally, employees returning from leave will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms, unless their former position has been eliminated for bona-fide business reasons where the employee may have no reinstatement rights.

Under Oregon law, reinstatement following Oregon family medical leave is generally to the employee's former position, unless the position has been eliminated, in which case the employee may be entitled to reinstatement to an available, equivalent job.

- h. Continuation of Benefits. Employees on leave covered by OFLA are entitled to have their health benefits continued. The District will recover premiums paid on behalf of an employee who does not return to work for reasons other than a serious health condition of the employee or family member, or other circumstances beyond the control of the employee.
- i. Status Report and Call-In. While on family medical leave, employees must provide the District with periodic reports of status and intent to return to work, and must comply with the District's call-in rules.

4. Working for another Employer. District policy prohibits employees on a paid or unpaid leave of absence, including a family medical leave of absence, from working for another employer or company, without prior written authorization. Please contact your General Manager or designee for applications and/or specific details.

5. Leave for Victims of Crime. An employee who has been the victim of a crime, or whose immediate family member has been the victim of a crime, may be entitled to a leave of absence to attend criminal proceedings under the terms of this policy and applicable law. An immediate family member is defined as: a spouse, domestic partner, father, mother, sibling, child, stepchild, and grandparent.

An employee who has worked for at least 180 days and who has averaged 25 hours or more per week in the 180 days prior to the request for leave, may be eligible to take an unpaid leave of absence to attend criminal proceedings related to a crime in which the employee or a member of the employee's immediate family was a victim. Employees must provide reasonable notice of their intention to take leave under this policy, discuss the approximate length of the leave with their supervisor, and provide copies of scheduling notices upon request.

The absence from work must be in order to attend judicial proceedings related to a crime as described above, and employees must provide official documentation of the scheduled proceeding. If advance notice is not possible, appropriate official documentation must be provided within a reasonable time after the absence. Such absences will be unpaid; however, available vacation may be used to substitute for the unpaid time. If the employee's leave would create an undue hardship on the District, the leave may be limited and the employee may request that the court take the employee's work schedule into account when scheduling the proceedings.

6. Domestic Violence, Harassment, Sexual Assault, or Stalking Leave. An eligible employee who is a victim of domestic violence, harassment, sexual assault or stalking may take time off from work, without risk of discrimination or retaliation, for the following reasons:

- a. To seek legal or law enforcement remedies to ensure the employee's (or his/her minor child's) health and safety. This includes preparing for and participating in protective order proceedings or other civil or criminal

legal proceedings related to domestic violence, harassment, sexual assault or stalking.

- b. To seek medical treatment or to recover for injuries caused by domestic violence, sexual assault, or stalking.
- c. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, harassment, or sexual assault.
- d. To obtain counseling related to an experience of domestic violence, harassment, sexual assault, or stalking.
- e. To relocate or secure his/her existing home to ensure the employee's (or his/her child's) health and safety.

The employee must give the District reasonable advance notice of the intention to take time off for any of the above purposes, unless reasonable notice is not feasible. The District may require an employee requesting domestic violence leave to provide one of the following to the District:

- a. A police report indicating that the employee was a victim of domestic violence, harassment, sexual assault or stalking.
- b. A court order protecting or separating the employee from the perpetrator of an act of domestic violence, harassment, sexual assault, or stalking, or other evidence from the court or prosecuting attorney that the employee appeared in court.
- c. Documentation from a medical professional, domestic violence advocate, health care provider, or counselor that the employee was undergoing treatment for physical or mental injuries or abuse resulting in victimization from an act of domestic violence ,harassment sexual assault, or stalking.

The District is committed to protecting the confidentiality, to the extent possible, of an employee who requests time off as a result of domestic violence, criminal harassment, sexual assault, or stalking.

You may use unused, accrued vacation or sick leave for these purposes. A domestic violence or sexual assault leave shall not exceed or extend the amount of time off permitted under any applicable federal or state family and medical leave laws, if any, and is not in addition to what, if any leave, is already permitted by such laws.

Independent of any leave rights you may have, the District will provide employees a reasonable workplace safety accommodation in response to actual or threatened domestic violence, sexual assault, stalking or criminal harassment. Safety accommodations may include transfer, reassignment, a modified schedule,

changed work station or phone number, or other measures to address safety. Please contact your General Manager or designee in the event you wish to discuss an accommodation.

E. FUNERAL PAID BEREAVEMENT LEAVE

A leave of absence with pay for up to three (3) days may be granted an employee when a death in the employee's immediate family requires the absence of an employee. Should circumstances require an employee to be absent longer than the three (3) days, the ~~days in excess may be charged against accumulated sick leave.~~ employee may use accrued PTO time. Immediate family means the immediate family of the employee or of the spouse, and is intended to include parents, children, grandparents, stepchildren, siblings and members of the employee's household.

F. JURY DUTY

Employees shall be granted leave with pay at the regular rate any time they are required to report for jury duty or are under subpoena to testify at a proceeding, provided that the employee must turn in any witness or jury duty pay directly to the District. If a summons for jury duty is received, the employee shall notify the supervisor. Arrangements will be made to reassign work and time off will be granted. If applicable, jurors will pay the District payments for jury duty except mileage when using their personal vehicle and will be paid regular wages. Employees are expected to report for work when not selected for a jury on any day, or when jury duty requires only part of a day. An employee released from the court before 2:30 p.m. is required to report to work as usual.

G. UNIFORMED SERVICES LEAVE AND RE-EMPLOYMENT

1. Overview. This policy covers leave and re-employment for employees in the uniformed services. It also contains non-discrimination and non-retaliation provisions related to uniformed service. Regular employees requiring a leave of absence for service in the uniformed services shall, under certain defined conditions, be provided leave, continue their benefits during their leave, and be re-employed at the end of leave.

This policy is intended to be in full conformance with all federal, state and local laws regarding the rights of military personnel and re-employment of veterans. Nothing in this policy shall diminish rights under the applicable federal, state, or local laws.

2. Definitions. The following definitions shall apply to this policy:

a. "Service in uniformed service" means performance of duty on a voluntary or involuntary basis in a uniformed service, including:

Active Duty
Active Duty for Training
Initial Active Duty for Training
Inactive Duty Training
Full-time National Guard Duty
Fitness for Duty Examination

- b. “Employee” for purposes of this policy is defined as all employees except those hired for a brief, non-recurrent period where there is no reasonable expectation that their employment would continue indefinitely or for a significant period.

3. General. This policy applies to all employees of the District.

4. Compensation and Benefits for an Employee on Uniformed Services Leave. The District shall excuse the employee for the uniformed services leave. During the leave, the District will not compensate the individual, but the individual may elect to utilize vacation pay accrued before commencement of the leave and maintain his or her health care insurance coverage through COBRA at no more than 102% of the full premium under the plan.

5. Required Notice of an Employee’s Need for Uniformed Services Leave.

- a. Employees (or the uniformed services in which the employee is to serve) must provide written or verbal notification to the District of their obligation or intention to perform service in the uniformed services, unless notice is precluded by military necessity or otherwise unreasonable or impossible.
- b. Unless otherwise required by applicable law, an employee’s failure to provide notice may result in loss of re-employment rights and benefits and other employment benefits under law.

6. An Employee’s Obligation to Report for Work or Request for Re-employment.

- a. Employees must report back to work or request re-employment within the following time limits (extended by two years in case of disability):

Service for 1 - 30 Days Uniformed Service or a Fitness for Duty Exam: employee must report to work on the first regularly scheduled work day after return plus eight hours to rest.

Service for 31 - 180 Days: employee must submit an application for re-employment within 14 days after completion of service.

Service for 181 Days or Longer: employee must submit an application for re-employment within 90 days after completion of service.

- b. Employees may be required to provide documentation to verify their rights to re-employment including separation papers.
- c. Employees who fail to report to work or apply for re-employment within the required time periods will be considered absent and unexcused.

7. Re-employment Rights.

- a. An employee returning from uniformed services of 90 days or less who has met the requirements for re-employment will be reinstated to the job the employee would have had if continuously employed with the employer without interruption for uniformed service, as long as the person is qualified to perform the job.
- b. An employee returning from uniformed services of 91 days or longer will be reinstated to the job the employee would have had if continuously employed with the employer without interruption for uniformed services or a position of like seniority status and pay, as long as the person is qualified to perform the duties.
- c. Re-employment is not required in the following circumstances:
 - i. Circumstances have changed to make re-employment impossible or unreasonable.
 - ii. The employee has a disability incurred or aggravated during uniformed service and it would be an undue hardship on the District to re-employ the person.
 - iii. The employment the employee left for uniformed services was for a brief, non-recurrent period and there was no reasonable expectation such employment would continue indefinitely or for a significant period.
 - iv. The employee failed to give advance written or verbal notice of the need for uniformed service leave, as required by this policy and the law.
 - v. The cumulative length of the uniformed services leave and all previous absences from a position with the District exceeds five years. Some periods of uniformed service are excluded by law from the five-year calculation.
 - vi. The employee was separated from uniformed services with a dishonorable or bad conduct discharge or other such designation regarding character of service as permitted by law.

8. Non-discrimination and Non-retaliation. The District will not discriminate in employment or take any adverse employment action against any person because the person has taken an action to enforce a legally protected right under the laws protecting those in uniformed services.

H. UNPAID LEAVE OF ABSENCE

1. General. Administrative employees who have been continuously employed with the District for at least one (1) year may request a personal leave of absence without pay for a reasonable period of time. Such leaves of absence are granted in the sole discretion of the District and will be considered on the basis of the employee's length of service, performance, responsibility level, the reason for the request, whether other individuals are already out on leave, and the expected impact of the leave on the District.

2. Requests. Requests must be submitted in writing and must be approved in writing by the employee's department head/supervisor before the leave begins. Requests for extensions of leaves must be submitted in writing and approved in writing by the department head/supervisor before the extension begins. It is the employee's responsibility to report to work at the end of the approved leave. Unless otherwise required by law, an employee who fails to report to work on the day after the leave expires will be considered to have voluntarily resigned.

3. Status of Employee Benefits During Personal Leave. The District will not pay for group health or dental insurance premiums during any portion of an unpaid leave of absence (except when the leave qualifies for family medical leave and benefit continuation is provided by the Family Medical Leave Policy. Accordingly, the premiums for such coverage are the complete responsibility of the employee. In order to keep the insurance in force, premiums for the entire period of the leave must be paid before the employee begins the leave (except as provided by Family Medical Leave laws). Vacation time and sick leave will not accrue during personal leave of absence.

POLICY 7. SAFETY AND ACCIDENTS

A. SAFETY POLICY STATEMENT

Nothing is of greater concern to the District than the safety of its employees and the public. For the employee's protection, job-related injuries or illnesses must be reported immediately in accordance with the District's safety and accident policy. Employees are expected to use common sense and good judgment in work habits, to follow safe work practices, and to bring any unsafe condition to the attention of a supervisor. For example, employees shall:

1. Use the safety equipment which has been provided for use.
2. Not operate equipment while impaired by medication, drugs or alcohol.
3. Operate only the equipment on which they have received training.
4. Warn co-workers and management of unsafe conditions or practices. Accept

with appreciation the warning of a co-worker or supervisor as an expression of concern for their own wellbeing.

5. Report dangerous or unsafe conditions observed at work.
6. Refrain from horseplay at all times.

B. UNSAFE CONDITIONS

1. Employee Responsibility. Every employee is responsible for safety as a specific job assignment. To achieve the District goal of providing a safe work place, everyone must be aware of safety at all times. Employees shall report immediately any unsafe or hazardous condition directly to a supervisor, if it cannot be corrected safely and independently. Every effort will be made to remedy safety problems as quickly as possible. Each employee must be capable of promoting public and employee trust and confidence.

2. Management Responsibility. Each department supervisor shall frequently review the need for implementing safety practices, policy or procedures warranted by existing or potential hazards. Each accident and “near miss” is cause for review. A copy of such policies shall be delivered to all department employees. ~~Department heads~~Supervisors will periodically involve employees in the process. The need for periodic training shall be considered, and arranged as determined by the ~~department head~~supervisor.

3. Managing Unsafe Conditions. It is every employee’s responsibility to observe and identify conditions which could pose a hazard to employees or to the general public.

After identifying the problem, employees at the scene are expected to:

- a. Safely eliminate the hazard, and obtain necessary assistance;
- b. Safely control the hazard by enclosure or guard;
- c. Employ avoidance procedures; and
- d. Use personal protective equipment as appropriate.

C. ACCIDENT REPORTING

Accidents involving District vehicles or personal vehicles being operated on District business must be reported in detail as soon after the occurrence as possible. All accident reports should be submitted to the Tillamook County Transportation District.

1. Vehicular Accidents. Accidents involving District owned vehicles or personal vehicles being operated on District business must also be reported to a police

agency for investigation consistent with applicable law.

2. Other Accidents. Accidents involving damage to equipment or property, or personal injury, must also be reported to the General Manager. The General Manager will determine the need for further investigation.

D. EMPLOYEE INJURY REPORT

In case of an accident involving personal injury to an employee, regardless of how serious, the employee should notify the General Manager as soon as possible. Failure to report accidents can result in a violation of conditions of insurance coverage and state laws, leading to difficulties in processing insurance and benefit claims. Injured workers must fill out a Worker's Compensation Report form and submit it as soon as possible to the General Manager. All injuries must be reported in a timely manner to avoid risk of claim denial. The General Manager will provide advice and assistance to any person filling out a Workers' Compensation Report.

If an injury results in the death of an employee, the General Manager shall be notified immediately. The General Manager shall notify the State Workers' Compensation Department and the District's insurance carrier by phone. The General Manager will then process a claim report form. The appropriate entries shall be made in the OSHA 200 Report log.

E. WORKERS' COMPENSATION INSURANCE

If an employee is injured on the job, the injured worker may be entitled to benefits under the state workers' compensation law. The District carries workers' compensation coverage and will assist employees in obtaining all benefits to which they are legally entitled.

F. WORKERS' COMPENSATION PAYMENTS

If an employee receives compensation from the District's carrier for an on-the-job injury, the employee must photocopy each check before cashing it and furnish a copy of the check to the General Manager or designee. The District pays the difference between time loss benefits paid and the employee's net wage (less) taxes.

G. RETURN-TO-WORK POLICY

The following procedures must be followed by employees who wish to return to work following an on-the-job injury which has resulted in the employee's being off work.

1. All requests to return to work must be made in writing, dated and signed by the employee.

2. All requests to return to work must be accompanied by a dated, written release signed by the employee's attending physician. This release must clearly specify whether you are released for your former job or are restricted in any way.

3. Requests to return to work must be made no later than the 7th regular work day following the date of your physician's signature on the written release. Except where, in our opinion, extenuating circumstances exist or otherwise required by applicable law, failure to make a timely request terminates your right to reinstatement or re-employment. Failure to seek a written release upon your becoming able to return to work may constitute abandonment of your right to reinstatement or re-employment.

4. Requests to return to work may be brought in personally or mailed to the District. All requests to return to work must be directed to the ~~General Manager~~ employee's supervisor. The supervisor is responsible for notifying Human Resources. Requests brought in personally will be deemed made the date on which the written request is given to the ~~District~~ supervisor. Mailed requests will be deemed made on the date of receipt. All requests will be date stamped upon receipt.

5. If your former job or a suitable alternative is not available at the time of your request, you must contact ~~the General Manager~~ your supervisor in person or by telephone once a week to renew your request. If a period of 10 days elapses without such a contact, you will be considered to have abandoned your right to be returned to work.

6. All job offers will be made by telephone. It is your obligation to keep the District advised of any changes in your telephone number.

7. Consistent with applicable law, if you are offered a suitable position in response to your request to return to work and you refuse to accept it, you will be considered to have voluntarily terminated your employment and abandoned your right to reinstatement or re-employment.

H. VIOLENCE IN THE WORKPLACE

1. Statement of Policy. The District recognizes the need for a violence-free work environment for all employees and the public. The District will not tolerate violence in the workplace and is committed to maintaining an environment clear of all forms of violence, including verbal or physical threats as well as forms of intimidation such as sexual harassment or abusive language. Employees are expected to report all threats and violence, physical or verbal, to their supervisors.

2. Definitions.

- a. Assault. The actual offer to use force with the apparent present ability, if not prevented, to execute that attempt, which creates a reasonable fear of imminent peril.
- b. Battery. The unlawful touching of another person.
- c. Law Enforcement Personnel. Any city police officer, deputy sheriff or member of the Oregon State Police.

- d. Perpetrator.
 - i. An employee inflicting acts or threats of violence on him/herself, or another employee.
 - ii. A third party engaging in violent acts or threats against him/herself, an employee, or another third party.
 - iii. An employee inflicting acts or threats of violence on a third party.
 - e. Third Party. Any visitor to a District workplace, including a former employee.
 - f. Violent Act. An act by a third party or an employee that may range from verbal or physical threats or intimidation to assault or battery.
 - g. Workplace. All property (including parking lots) owned by the District and any non-District property where work is being performed by District employees in an official capacity for the District.
3. General.
- a. In the workplace, an employee witnessing violence directed against another should observe the situation and attempt to get information such as the name and description of the perpetrator, but only if it can be done without endangering the employee or others.
 - b. When applicable, the District and its employees shall cooperate fully with police and other law enforcement officials in the investigation and prosecution of violent acts.
 - c. No employee or third party, excluding law enforcement personnel, is permitted to bring weapons or firearms into the workplace on onto District property for any reason.
4. Implementation.
- a. Managing a Potentially Violent Situation.
 - i. District employees are expected to assist the general public and fellow employees in a courteous manner.
 - ii. If, for example, a person becomes angry, the employee should courteously attempt to calm the person down. If that does not work, the employee should contact Dispatch or call 911 for assistance.

- b. A Person Threatening Bodily Harm. If the employee feels that he/she or another person is threatened, that is, in danger of imminent bodily harm:
- i. The employee should attempt to leave the scene, if it can be done safely.
 - ii. If the ~~dispatcher or General Manager~~employee's supervisor is unaware of the situation, the employee should notify ~~the General Manager~~their supervisor as soon as it can be done safely.
 - iii. Either the employee or the supervisor may determine if law enforcement should be notified.
 - iv. The General Manager shall be notified as soon as possible by the supervisor of the employee who feels threatened, witnesses, or has knowledge of a violent act.
 - v. If law enforcement has not been notified earlier, the General Manager may decide to call the police or take other actions related to the incident.
- c. Reporting Incidents.
- i. The employee shall complete an incident report and forward the report to the General Manager within 24 hours of a violent act.
 - ii. For an act involving the threat of bodily injury, the employee is responsible in making sure the General Manager is contacted, as soon as it can be done safely.
 - iii. Any District employee having knowledge of a violent act involving any other District employee (as victim or perpetrator) must report it. Disciplinary action may result if the employee having knowledge of a suspected violent act fails to report the episode. The employee may report the incident to the General Manager or the Board.
 - iv. The person complaining may ask for anonymity during all or part of an investigation. However, anonymity will be maintained at the discretion of those investigating and resolving the complaint. There is no right to or guarantee of anonymity.
- d. Resolution and Investigation.
- i. To the extent practicable, investigations and resolutions shall be conducted using the same procedures as are in the District's policy on Harassment.

- ii. In cases where the perpetrator is not a District employee or in any other case the District deems advisable, the District may request the investigation be conducted by law enforcement personnel.
- iii. As needed, the investigating party may alter the procedures of the investigation.

5. Workplace Security. Recommendations for improved safety often come from suggestions from employees. These suggestions are encouraged.

POLICY 8. WHAT THE DISTRICT EXPECTS FROM YOU

A. TEAMWORK AND EXCELLENCE

This section has been arranged to present a general overview of some of the District’s expectations of its employees. Every employee should keep in mind that he/she is a part of a team of public employees, and public satisfaction with the District depends upon good service.

B. PERSONAL BUSINESS CONDUCT

~~Positive attitude, proper courtesy, and conduct on and off the job are important to the individual as well as to the District. Neatness of work performed is also important. All employees are engaged in public relations. Some deal directly with the public; others, while not in direct personal contact, do perform work under the public eye. Employees of the District, regardless of whether contacts are direct or indirect, are expected to be courteous, efficient, and helpful in all their work assignments. Favorable impressions created by employees’ public behavior help develop good will and support for District services. The District strives to maintain a high standard of business ethics. All employees are expected to follow acceptable business and professional principles in matters of business and personal conduct; to accept responsibility for the appropriateness of their own conduct; and to exhibit a high degree of personal and professional integrity at all times. Certain behaviors are clearly unacceptable at any time in any workplace. Other forms of conduct, while often more subtle are equally unacceptable.~~

The District expects all employees to adhere to the following general principles:

- Observe the highest standards of professionalism at all times.
- Perform responsibilities in a manner consistent with the District’s values and ethical standards.
- Avoid the appearance of impropriety.
- Comply with all laws, regulations and policies, conventions, and standards applicable to the District.
- Treat others including other employees, customers, contractors, officials, and the public at large, with dignity, consideration, and respect.

Unsatisfactory performance, work habits, overall attitude, conduct or demeanor; violation of the District policies, procedures, or guidelines; or any other behavior or conduct deemed inappropriate by the District may lead to disciplinary action up to and including termination of employment.

C. CODE OF ETHICS FOR DISTRICT EMPLOYEES

1. Personal Interests Avoided. District employees may not use District time, equipment or services for personal interest or gain. District employees shall not use information or facts that have come to them by virtue of their employment for personal gain or benefit. In matters of personal interest, employees should conduct themselves so as not to impair their working relationship with other employees, officials, or the public.

2. Gifts and Gratuities. The appearance of impropriety can be as damaging as actual impropriety and must be avoided. No employee or volunteer shall accept tips, gratuities, or cash gifts for work performed for the District. Gifts to employees of nominal value may be accepted; however, gifts estimated to be worth over \$20 must be reported to the employee's supervisor.

3. Special Gifts. All gifts must be reported to the supervisor, General Manager, or the Board. Non-monetary gifts of nominal value e.g., under \$50 at holidays or special occasions, which are available to be shared by all employees, may be allowed.

D. POLITICAL ACTIVITIES OF DISTRICT EMPLOYEES

1. Official Position - Campaigning. Employees may not use their official authority or position with the District to further the cause of any political party or candidate for nomination or election to any political office.

2. On-Duty Activity. Oregon law forbids any District employee, while on the job, from soliciting money, influence, service, or other article of value or otherwise aiding and/or promoting any political cause or the nomination or election of any person for public office.

E. INTERNET USE AND SOCIAL MEDIA

The District allows Internet access for the purpose of researching and moving information or communication that is related to each employee's job function. The District reserves the right to monitor use of the Internet by its employees at any time, with or without prior notice. Employees using District equipment and Internet access have no right to privacy with respect to such use. Employees may access the Internet for private use during unpaid time or paid break times. Employees may not use the equipment to access the Internet for personal use after or before regular office hours, or to access information on a site of a sexual or criminal nature. All Internet use shall comply with the District's policies, including but not limited to its Harassment Policy.

Employees must refrain from using social media while on working time or on equipment TCTD provides, unless it is work-related as authorized by your supervisor. Do not use TCTD email addresses to register on social networks, blogs or other online tools utilized for personal use.

Brief and occasional personal use of the electronic mail system or the Internet (other than social media) is acceptable as long as it is not excessive or inappropriate, occurs during personal time (lunch or other authorized breaks), and does not result in expense to TCTD.

Personal use is defined as “excessive” if it interferes with normal job functions, responsiveness, or the ability to perform daily job activities. The determination of what constitutes excessive use is solely within the discretion of TCTD.

F. COST CONSCIOUSNESS

Every employee of the District is a citizen and taxpayer and is expected to practice economy in all duties. Failure to do so is not in the best interests of the District and may lead to discipline, and/or discharge, as appropriate. Employees may not use District equipment or inventory for their own personal use, or give permission to any third party’s use, without specific permission from the ~~Board~~General Manager or TCTD Board of Directors.

G. USE OF EQUIPMENT/SUPPLIES

Employees may not use District equipment (including, but not limited to, computers and printers) or inventory for their own personal use, or give permission to any third party’s use, without specific permission from the General Manager.

H. ATTENDANCE AND PUNCTUALITY

Each employee and the employee’s performance on the job are important to the overall success of operations. When absent, someone else must do the job. Everyone is expected to keep regular attendance, be on time, and work as scheduled.

In accepting employment with the District, each employee is required to meet certain standards. Maintaining an acceptable level of job attendance is part of good work performance and is one of the standards by which an employee’s overall contribution to the District may be measured. Continued employment carries with it the personal responsibility of each employee to be on the job on time every scheduled work day. Recurring and excessive absences and/or tardiness that is unprotected by law is disruptive to work schedules, costly to the District and its residents, and detrimental to the morale and efforts of employees who maintain a good work record.

Except when the absence or tardiness is due to leave protected by local, state or federal law, failure to meet these requirements subjects an employee to disciplinary action, which includes termination. The ability to attend work regularly is an essential job requirement. Unprotected, unexcused absences may result in disciplinary action up to and including

termination.

I. PERSONAL APPEARANCE

~~Each employee is responsible to present a proper, businesslike appearance whether in the office, a District vehicle, or other site. Good taste and good judgment in personal attire is expected.~~

~~Employees are required to maintain a well-groomed appearance at all times during work hours. Attire must fit, be neat, clean, well kept (not frayed, no stains, holes or patches) and appropriate for the job. Examples of appropriate attire include jeans, khakis, blouses, t-shirts, button-up shirts, and polo shirts. Close-toed shoes are appropriate for public-facing employees, Lot Attendants, and employees who work in the shop. Examples of inappropriate attire include tank tops, shirts cut in a manner that reveal the employee's undergarments, unbuttoned shirts, spaghetti-strap tops, pajamas, and flip flops. It is not a violation of this work rule to wear natural hairstyles such as natural curls, locs, twists, braids, or afros. All members of the management team share responsibility for helping employees understand and meet these standards. In case of conflict, the General Manager will make the determination.~~

J. APPEARANCE OF WORK AREAS

The District's objective is to provide and maintain clean, safe and healthy work conditions. It is the responsibility of each employee to maintain a safe, neat work area and insure that all working documents, desks, cabinets and equipment are secure at the close of the work shift.

K. PERSONAL TELEPHONE CALLS, FAXES, AND COPIES

~~District ~~phones are~~equipment is to be used for District purposes. Telephone calls of a In exceptional circumstances, employees may seek approval from the General Manager to use the District's telephones, fax machine, or copy machine for minimal personal nature use (incoming or outgoing) should be kept to a minimum and made during breaks or a break, lunch periods whenever possible or before or after the employee's shift. Under no circumstances should an employee charge a long distance call incur charges to the District (including printing charges) unless it is work-related or the employee has received authorization from the General Manager in advance of incurring the charge. Friends and relatives should be discouraged from calling during working hours except in emergencies. Reasonable long distance charges are acceptable by District employees when out of town on District business.~~

L. SMOKING

~~For health TCTD is committed to minimizing the harmful effects and safety considerations, the District discourages smoking. State law prohibits smoking discomforts that tobacco use may produce in buildings except in designated smoking areas, the workplace. We will attempt to accommodate the needs of both tobacco-using and non-tobacco-using employees by designating tobacco-use areas in compliance with State law and County ordinance~~

~~prohibits smoking within public buildings and also outside the building within 30 feet of any entrance.~~

~~Smoking, vaping, or using smokeless tobacco (including chewing tobacco and e-cigarettes) in District vehicles or non-designated tobacco-use areas is prohibited at all times in District vehicles.~~

~~Disposing of cigarette butts and/or the remnants of smokeless tobacco will be allowed only in designated tobacco-use areas. Spitting tobacco and stubbing out cigarette butts anywhere other than in designated tobacco-use areas is not allowed.~~

M. OUTSIDE EMPLOYMENT

1. District Comes First. When an individual accepts full-time or part-time employment with the District, it is understood that the District has first call upon the services of its employees, regardless of any effect on secondary employment.

2. Incompatible Work. Employees shall not engage in outside employment that conflicts in any way with District employment, detracts from the efficiency of work performance, or is in conflict with the interests of the District. The District expects employees to avoid extra work which affects endurance, overall personal health, or effectiveness. The District will hold all employees to the same standards of performance and scheduling demands, including employees who hold outside jobs.

3. Notification. ~~Employees~~Full-time and part-time employees shall notify the General Manager in writing, in advance, of all employment outside the scope of their employment with the District.

4. Conflicts. The Tillamook County Transportation District will notify the employee at any time outside employment is found to be in conflict with the interests of the District or is likely to bring discredit upon the District. It shall be up to the employee to choose which employment option is most desired.

N. DRUG AND ALCOHOL

1. Statement of Policy.

- a. The District has a responsibility to its employees and the public to insure safe working conditions for its employees and a productive District workforce unimpaired by chemical substance abuse. The District has ~~a responsibility~~additional responsibilities pursuant to the Drug Free Workplace Act of 1988 for its safety sensitive employees as described in greater detail in Appendix B. To satisfy these responsibilities, the District preserves a work environment free from the effects of drugs, alcohol, or other performance-impairing substances.

- b. The misuse of alcohol and other drugs can impair employee performance, as well as physical and mental health, and may jeopardize employee safety as well as the safety of the public.
- c. All applicants are required to submit to testing and test negative for drugs prior to employment. All employees filling safety-sensitive jobs or any employee reasonably suspected of violating the drug-free workplace must abide by the *Tillamook County Transportation District Policy for Alcohol & Drug Testing*.

2. Policy.

- a. The District is committed to maintaining a safe and healthy work place for all employees by assisting employees to overcome drug or alcohol related problems through appropriate treatment and, if necessary, disciplinary action. For purposes of this Drug & Alcohol policy, medical or recreational marijuana is considered a controlled or illegal substance.
- b. Each employee is responsible for meeting performance, safety and attendance standards.
- c. Employees shall not ~~report to perform TCTD~~ work ~~under the influence of~~with any intoxicating beverage, liquid mixture or preparation (including any medication) containing alcohol, or controlled or illegal substances, in their system. Employees may not consume alcohol during their rest breaks or meal periods. Similarly, employees may not consume alcohol at off-site work-related meetings or trainings while on working time. If an employee attends an overnight work-related conference, the employee may consume alcohol in moderation after the conference concludes for the day, provided that the employee does not engage in any other TCTD work after consuming alcohol.
- d. The use, sale, possession, manufacture, distribution and/or dispensing by an employee of an intoxicating liquor, controlled or illegal substance, or a drug not medically authorized, or any other substances which impair job performance or pose a hazard to the safety and welfare of the employee, other employees or the public, is strictly prohibited. It is a violation of policy for any employee to report to work under the influence of alcohol, drugs, or intoxicants, to be in this condition while on District property or in other circumstances we believe might adversely affect our operations or safety. The use of alcohol or medically prescribed controlled substances off-duty is not controlled by this policy. Conduct in violation of this policy may result in disciplinary action and/or criminal investigation, if appropriate.
- e. An employee whose alcohol or drug test result is “positive” will be considered in violation of this policy. The District has a zero tolerance

policy.

- f. For purposes of this policy, “under the influence of alcohol or drugs” or “under the influence of intoxicants” is any detectable level of alcohol or drugs present in the individual’s system (based on the results of urinalysis or breathalyzer testing).
- g. Failure to give written consent, without qualification, to testing, or failure to provide samples for testing will be considered insubordination, and grounds for immediate suspension and later termination. In addition, failure to appear for or permit a urinalysis test or breathalyzer upon request will be considered the same as a positive test and will be cause for immediate termination.
- h. If an employee is covered by Department of Transportation regulations, additional testing requirements will apply and will be enforced.

3. Permitted Use. It is the employees’ responsibility to determine from a physician whether or not a prescribed drug can impair job performance. An employee whose impairment may affect job performance should take leave or other steps consistent with advice of a physician. If an employee reports to work under the influence of prescription medication and endangers self or others, the employee may be disciplined. Any failure to report the use of such drugs or other substances following an event of concern to the District, or failure to provide evidence of medical authorization, can result in disciplinary action up to and including termination.

4. Reports of Drug Conviction. Each employee must report facts and circumstances to the Tillamook County Transportation District no later than five (5) days after conviction for violating any criminal drug statute.

5. Employee Education. The District will afford employees an opportunity to deal with drug and alcohol related problems. The General Manager shall maintain information relating to the hazards of and treatment for drug and alcohol related problems. Proactive training and information shall be sponsored by the District periodically. Any District employee may seek advice, information and assistance voluntarily. Medical confidentiality will be maintained, consistent with this policy.

6. Employee Assistance. Any employee who voluntarily requests assistance in dealing with a personal drug and/or alcohol problem may do so through a private treatment program for drug and alcohol problems. The Tillamook County Transportation District will assist employees who wish to identify and select an appropriate treatment program. The District will provide medical insurance for participation in a treatment program as allowed by the insurance plan.

If an employee seeks drug treatment voluntarily and not under adverse employment circumstances, accrued sick leave benefits may be used while attending rehabilitation. After

such accommodation, the discontinuation of any involvement with alcohol or drugs may be an essential requisite for employment and is consistent with the District's policy of maintaining a drug free workplace.

7. Searches. Employees have no expectation of privacy with respect to lockers, desks or the contents of other similar District controlled spaces. A search for contraband within personally controlled spaces on District property (purses, garments, brief cases or a personal vehicle, for example) shall be based on reasonable grounds or consent of the employee. In accordance with the provisions of this policy prohibiting drugs in the work place, or based upon legitimate concerns for the possession of other unauthorized materials (such as firearms, explosives or stolen property,) this policy constitutes formal notice of the District's intent to search premises, persons and secured spaces, including vehicles parked on District property, based upon reasonable grounds or consent. Searches shall be approved by the General Manager or his/her designee, and, if possible, notice to the employee and an opportunity to be present shall be given.

The District recognizes that situations may arise that are not specifically covered by this policy and these guidelines. Such situations will be dealt with on a case-by-case basis taking into account such things as the nature of the situation or problem, the employee's overall employment record and job assignment, the potential impact on production and safety and customer relations concerns.

POLICY 9. PERFORMANCE EVALUATION

A. EMPLOYEE PERFORMANCE REVIEWS

1. Purpose - Communication. Employee performance reviews are an essential communication process between the employee and the immediate supervisor. Such reviews provide information relating to merit, identify areas of training needs, target the strengths and weaknesses of the employee's work performance, and measure the relationship between goals and objectives and the individual employee's job performance. The purpose of evaluations is to let employees know how well they are performing their job and whether they have performance problems. It also serves as a basis of personnel decisions – merit increases, promotion and termination.

2. Goal - Form Desirable Behaviors. The goal of the employee performance review process is to establish a pattern of expected work performance and habits. The review process gives employees and supervisors an opportunity to measure, review and establish goals, reward or acknowledge good performance, create incentives, and to detect and correct improper behavior or activity and/or substandard work performance.

3. Review Process. Performance reviews shall be completed at least annually and in accordance with the guidelines and instructions set forth below. Employees and supervisors are required to sign the completed performance review forms. All performance reviews will be reviewed by the General Manager and placed in the employee's personnel

file. Employees will be provided with a copy of performance reviews.

4. Employees Affected. All regular employees of the District will be evaluated under this policy. The General Manager shall be evaluated by the Board members based upon the consensus of the Board, using a written performance evaluation.

5. Regular Review. All employees will be evaluated at least annually in the month of their employment anniversary date.

6. Introductory Review. Introductory employees will participate in goal-setting interview/reviews as often as appropriate and will be evaluated in at least one written performance progress during introductory status.

7. Pay and Introduction Recommendations. A recommendation for a merit or step increase and/or initiation or extension of probation, passing ~~probation~~ an introductory period to regular employee status, or termination shall be set forth in a performance evaluation as appropriate.

8. Supplemental Evaluation. A supplemental performance evaluation may be submitted on any occasion deemed appropriate by a supervisor.

B. THE EVALUATION PROCESS

Meaningful performance assessments require both the supervisor's and the employee's evaluation of the employee's performance.

~~1. —~~ The Supervisor. The employee's immediate supervisor is responsible for timely completion of the official evaluation report. In cases where the immediate supervisor does not have sufficient opportunities to judge the employee's performance, the lead worker (or others in a position to observe performance) should be consulted in completing the evaluation. The form should be completed ~~initially in pencil, and after discussion with the employee and the reviewer (if needed), the final evaluation will be typed or written neatly in ink.~~

~~2. The Employee Self Evaluation. The employee shall complete the form for self evaluation prior to formally discussing past performance with the supervisor. Employees should be notified in writing in advance that an interview is planned. Employees will actively participate in the performance review interview and will be given advance notice of the review date.~~

1. District's HRIS system.

3.2. Follow-Up. If during the review, specific steps to improve performance were identified or if action needs to be taken by you, please take it. The ~~General Managers~~ supervisor is responsible for all follow-up activities. If specific training has been recommended, it is important that it be undertaken. If parts of the job description have become obsolete, it should be rewritten.

POLICY 10. PROBLEM RESOLUTION

A. DISTRICT POLICY

The District strives for fair treatment of all employees. However, misunderstandings and differences of opinion may occur in any organization. The District intends that such matters be resolved as early and fairly as possible. Disagreements relating to work assignment, pay, promotion opportunity or any aspect of the work relationship should be openly discussed with the immediate supervisor. Supervisors and employees should make honest attempts to understand each other's perspectives and make every effort to resolve differences. The Board encourages dialog to resolve the issue and find solutions.

B. STEPS TO SOLUTION

The Board recognizes the right and responsibility of the General Manager to make decisions regarding the day-to-day operation of the District.

However, if an employee believes she/he is not being treated fairly, or feels strongly that a management decision adversely affects the District, its employees, or the community that it serves, the District provides the problem resolution process outlined below.

~~1. — Because the General Manager is the person responsible for what goes on in all work areas, the employee should talk with him or her about the situation as soon as possible. She/he will listen to and review the employee's concerns and the facts surrounding them, and make a decision. The employee will be notified of that decision.~~

1. An employee's immediate supervisor is often in the best position to help, so the first step is to discuss the problem with a direct supervisor. To ensure that the matter is addressed in a timely manner, employees are encouraged to discuss the problem with their supervisor within three workdays of the occurrence of the complaint or problem.

2. If the employee still believes the problem is not properly resolved, or feels their supervisor is part of the problem, the employee has the option of filing a written statement concerning the problem with ~~the General Manager~~ Human Resources. A Problem Resolution Form is available in the staff lunchroom for this purpose, and will help employees understand the process. It also will help ~~the General Manager resolve the problem. The form must be submitted to the General Manager. The receipt of the form will be logged, and a receipt will be given to the employee indicating the date and time it was~~

~~received. The employee will be given a written reply by the General Manager within fifteen (15) working days after the written statement is received. Upon notification to the employee the General Manager may have up to ten (10) additional working days to respond. Human Resources resolve the problem. Sometimes a written statement will prompt an investigation to better understand the employee's concern. Human Resources will follow up with the employee as soon as practicable.~~

~~3. The General Manager will review and investigate the situation, and issue a decision.~~

~~3. If the employee disagrees with Human Resources' decision, the employee may refer the matter to the General Manager for review. The General Manager's decision and desires to pursue the issue further, the employee may request a hearing by the Board. This request should be made in writing and submitted to the Board Clerk within five (5) working days from receipt of the General Manager's decision. The Board Chair may defer setting a hearing until after receiving legal counsel if the situation warrants. The Board of Directors will discuss the issue at their next regularly scheduled meeting or set a special meeting as determined by the Board Chair. Most Board meetings are open to the public, though some involving sensitive personnel information may require a closed executive session. The employee may present further facts, documents or arguments. The Board will review the problem and come to a final decision.~~

4. The District cannot guarantee that an employee's point of view will prevail. However, the ~~Board~~ General Manager will always listen, and make every effort to ensure that problems are resolved fairly and in the public interest.

Problem Resolution Process	
The problem is first discussed with the employee's immediate supervisor.	The supervisor will consider the facts of the case along with the employee's concern and make a decision.
The employee files a Problem Resolution Form with the General Manager <u>Human Resources</u> .	The General Manager <u>Human Resources</u> will investigate and deliver a decision in writing to the employee.
If the employee is still not satisfied, they <u>they</u> may request a hearing <u>hearing</u> review by the Board of Directors <u>General Manager</u> .	The hearing generally will be at the next regularly scheduled meeting, or the Board Chair may set a special meeting. Legal advice may guide the Chair's decision. The General Manager's decision is final.
At a hearing before the Board, the employee may present the concern to the Board.	The Board will make a final decision at the same or a future public meeting.

C. RETALIATION

An employee or group of employees who bring a complaint to their supervisor, Human Resources, or the General Manager ~~or to Board of Directors~~ shall be free to do so without fear of reprisal, deterioration in their work environment, or a detrimental effect on any promotional opportunities.

D. WHISTLEBLOWER RIGHTS AND RESPONSIBILITIES

The District is committed to lawful and ethical behavior in all of its activities and requires directors, volunteers and employees to act in accordance with all applicable laws, regulations and policies and to observe high standards of business and personal ethics in conducting duties and responsibilities. The District encourages its directors, officers, employees or volunteers (“reporting individuals”) to report what they in good faith believe to be unethical -or unlawful behavior or a questionable accounting or auditing matter by the District and strictly prohibits retaliation for voicing a concern pursuant to this Whistleblower Policy.

1. Reporting Responsibility. This Whistleblower Policy is intended to encourage and enable reporting individuals to raise concerns internally so that the District can investigate and take appropriate action if necessary. It is the responsibility of all reporting individuals to report concerns about violations of the District’s code of ethics or suspected violations of law or regulations that govern District operations.

2. No Retaliation. It is contrary to District policy for anyone to retaliate or threaten to retaliate against any director, officer, employee or volunteer who in good faith reports an ethics violation, or a suspected violation of law, such as a complaint of discrimination, or suspected fraud, or suspected violation of any regulation governing the operations of the District. An employee who retaliates or threatens to retaliate against someone who has reported a violation in good faith is subject to discipline, up to and including termination of employment or volunteer assignment.

3. Reporting Procedure. ~~The District has an open door policy and encourages employees to share their questions, concerns, suggestions or complaints with their supervisor. If employees are not comfortable speaking with their supervisor or they are not satisfied with their supervisor’s response, they are encouraged to speak with to the General Manager or Chief Financial Officer if the employee’s complaint concerns actions of the General Manager.~~Non-management employees should follow the Problem Resolution steps outlined in Policy 10(B) above. Supervisors and managers are required to report complaints or concerns about suspected ethical and legal violations in writing to the District’s General Manager or, in matters which concern the General Manager then to ~~the Chair of the Board of Directors.~~Human Resources. Upon receipt of a complaint the District will investigate appropriately using the services of the District’s legal counsel or designee as determined appropriate.

4. Compliance Officer. The District designates the General Manager as its Compliance Officer. The Compliance Officer is responsible for ensuring that all complaints about unethical or illegal conduct are investigated and resolved. The Compliance Officer will advise the Board of Directors of all complaints and their resolution and will report at least annually to the Board of Directors concerning all accounting or alleged financial improprieties.

5. Accounting and Auditing Matters. The Compliance Officer shall immediately notify the Board of Directors of any concerns or complaint regarding District public accounting practices, internal controls or auditing and work with the Board of Directors or its designated sub-committee to resolve such matters.

6. Acting in Good Faith. Anyone filing a written complaint concerning a violation or suspected violation must act in good faith and have reasonable grounds for believing the matter raised involves unethical or unlawful behavior or an improper accounting or auditing practice. Any allegation(s) that prove not to be substantiated and which prove to have been made maliciously or with knowledge that they are false will be viewed as a serious disciplinary offense and may result in discipline, up to and including dismissal from the volunteer assignment or termination of employment.

7. Confidentiality. Allegations of violations or suspected violations made under this policy may be submitted in confidence by the complainant and will be kept confidential until and unless disclosures are required by law or by process associated with remedial and corrective action. Reports will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation and applicable law.

8. Handling of Reported Violations. The Compliance Officer will notify the person who submitted a complaint that it has been received and inform the complainant of the nature of action being taken. All reports made under this policy will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

~~9. Whistleblower Protection (ORS Chapter 659A). Oregon law provides:~~

~~a. No employee or director of the District is/may be prohibited from discussing either specifically or generally with any member of the Legislative Assembly, legislative committee staff acting under the direction of a member of the Legislative Assembly, any member of the elected governing body of a political subdivision in the state or any elected auditor of a city, county or metropolitan service district, the activities of:~~

~~i. The state or any agency or political subdivision in the state; or~~

~~ii. Any person authorized to act on behalf of the state or any agency or political subdivision in the state.~~

~~b. No employee or director of the District shall be disciplined or threatened with discipline for disclosing any information that the employee or director reasonably believes is evidence of:~~

~~i. A violation of any federal, state law, or local rule or regulation by the District;~~

- ~~ii. Mismanagement, gross waste of funds or abuse of authority or substantial and specific danger to public health and safety resulting from action of the District; or~~
- ~~iii. Subject to ORS 659 A. 212 (2), the fact that a person receiving services, benefits or assistance from the state or agency or subdivision, is subject to a felony or misdemeanor warrant for arrest issued by the State of Oregon, any other state, the federal government, or any territory, commonwealth, or governmental instrumentality of the United States.~~
- ~~e. No employee or director of the District shall be required to give notice prior to making any disclosure pursuant to Paragraphs A or B, above. Further, no employee or director of the District shall be discouraged, restrained, dissuaded, coerced, prevented or otherwise interfered with when making disclosures or engaging in discussions of matters protected under Paragraphs A or B, above.~~
- ~~d. An employee or director's good faith and objectively reasonable belief of a violation of federal, state or local law, rule or regulation by the District shall be an affirmative defense to a civil or criminal charge related to the disclosure by the employee or director of lawfully accessed information relating to the violation, including information that is exempt from disclosure as provided in ORS 192.501 to 192.505 or by DISTRICT policy, if the information is provided to:
 - ~~i. A state or federal regulatory agency;~~
 - ~~ii. A law enforcement agency;~~
 - ~~iii. A manager employed by the District; or~~
 - ~~iv. An attorney licensed to practice law in the state of Oregon if a confidential communication is made in connection with the alleged violation described in this section and in furtherance of the rendition of legal services to the employee or director that are subject to ORS 40.225.~~~~
- ~~e. An employee may not assert the affirmative defenses described in subparagraph (d), above, if the information:
 - ~~i. Is disclosed or re-disclosed by the employee or director or at the employee or director's direction to a party other than the parties listed in the previous section;~~~~

- ~~ii. Is stated in a commercial exclusive negotiating agreement with the District, provided the agreement is not related to the employee or director's employment with the District; or~~
- ~~iii. Is stated in a commercial nondisclosure agreement with the District, provided that the agreement is not related to the employee or director's employment with the District.~~
- ~~f. The affirmative defense described in sub paragraph (d), above, is available to an employee or director who discloses information related to an alleged violation by a coworker or supervisor described above if the disclosure relates to the course and scope of the employment of the coworker or supervisor.~~
- ~~g. Notwithstanding any provision in this policy to the contrary, information protected from disclosure under federal law, including but not limited to the federal Health Insurance Portability and Accountability Act of 1996 ("HIPPA"), may be disclosed only in accordance with federal law.~~
- ~~h. Employees or directors who believe they have been subjected to a violation of this policy may report such conduct as provided in this policy. In addition, employees and directors may be able to pursue a civil action in court pursuant to ORS 659A.885.~~

POLICY 11. DISCIPLINE

A. DISCIPLINE GENERALLY

On-the-job conduct of District employees affects the ability of the District to serve its citizens and affects the public's impression of the Tillamook County Transportation District. Employee safety, public safety, productivity and morale are dependent upon employee conduct. Occasionally it is necessary for supervisors to resort to corrective action when other actions are inappropriate, or where a particular employee fails to respond to informal guidance.

In order to provide a fair method of correcting, and when necessary, disciplining employees, the District's General Manager may use progressive discipline procedures to the extent appropriate under the circumstances in the District's judgment. This section concerning discipline does not apply to the District's General Manager, who serves at the pleasure of the Board of Directors. This Section establishes procedures and a process and does not constitute the creation of a contractual right to retain employment.

B. CORRECTIVE ACTION- GENERAL GUIDELINES

1. Corrective action may be initiated for many proper reasons, including, but not limited to, violations of the work rules, insubordination or poor job performance. The severity of the action generally depends on the nature of the offense, an employee's work record, and other factors deemed relevant by the District, and may range from verbal counseling to discharge.

2. Corrective actions for poor performance or misconduct include:

- a. Coaching and counseling
- b. Written counseling or warning
- c. Performance Improvement Plan
- d. Temporary reduction in pay in lieu of suspension
- e. Suspension
- f. Demotion
- g. Discharge

Any or all of these steps may be utilized, depending upon individual circumstances and the nature of the infraction. Exceptions or deviations from the normal procedure may occur whenever the District deems it appropriate, and the District reserves the right to skip any or all of these steps.

~~C.~~ SUSPENSION OF SALARIED EXEMPT EMPLOYEES

~~No salaried exempt employee will be suspended by the District except for serious misconduct which does not warrant discharge. In such a case, the employee will be suspended for not less than one full work week.~~

~~D.C.~~ APPLICATION OF PROGRESSIVE PROCEDURES

1. For performance deficiencies, the District may, but is not required to verbally counsel an employee before issuing a written warning.

2. In the event of two or more performance problems or a more serious violation of a District policy rule or expectation, the District may, but is not required to issue a written warning.

- a. The employee should sign and date the warning. An employee who disagrees with the facts in the warning may submit a written response. It

will be placed in the personnel file with the warning.

- b. A written warning need not pertain to the same or similar matter (issue).
- c. Participation in a performance improvement plan may be required by the District. Employees who are asked to participate and refuse are subject to immediate termination.
- d. In addition to a written warning, the General Manager may also suspend an employee without pay for a period of up to thirty (30) working days, or take other disciplinary action deemed appropriate. Prior to suspending an employee without pay, the General Manager will meet with and afford the employee a pre-suspension conference by complying with the requirements of a pre-deprivation conference described in section E of this policy.
- e. Department heads Supervisors, with the approval of the District General Manager after a pre-deprivation conference, may demote or reduce the pay of employees for cause. A written statement of the reasons for such action shall be furnished to the employee, and a copy shall be made a part of the personnel file. The employee will sign the statement acknowledging he/she has received a copy of it, and may file a rebuttal statement. Prior to imposing a demotion, the pre-deprivation conference procedure shall be followed.

3. Discharge may result if the employee violates District policy, commits serious misconduct or fails to improve the level of performance.

4. An employee should not be reinstated or otherwise relieved of misconduct if to do so would be contrary to public policy. In determining if reinstatement or other action would be contrary to public policy, the District will look at public policy requirements as clearly defined in statutes or judicial decisions, including but not limited to policies respecting sexual harassment or sexual misconduct, unjustified or egregious use of physical or deadly force, and serious criminal misconduct related to work. Additionally, when an employee claims the employer's alleged previous differential treatment of employees for the same or similar conduct is the basis for reinstatement of an employee who has engaged in misconduct, the following principles apply:

- a. Some misconduct is so egregious that no employee can reasonable rely on past treatment for similar offenses as justification or defense to discharge or other discipline.
- b. Public managers have a right to change disciplinary policies at any time, notwithstanding prior practices, if reasonable advance notice is given to affected employees and the change does not otherwise violate a collective bargaining agreement.

E.D. DEPRIVATION PROCEDURE

Pre-Deprivation Conference. If the General Manager determines there is cause for the discharge, suspension or demotion of an employee, the General Manager shall notify the employee of the specific reasons and that a suspension without pay, demotion and/or discharge is being considered. The employee shall be provided with the facts upon which the actions are based. The General Manager shall afford the employee a formal opportunity to refute the charges orally or in writing. Once the employee has been afforded an opportunity to refute the charges and explain the circumstances, the employee may be suspended without pay, ~~demoted, or receive a reduction in pay for-cause.~~ If a pre-discharge conference is to be held, it will be scheduled and within ~~5-business~~ 7 calendar days after notice of action has been given. The employee will be given adequate time to develop a response and to seek necessary outside assistance as the employee feels necessary. The time limits may be varied by the District to meet individual needs.

The General Manager will conduct the conference and decide whether to impose discharge or a lesser degree of corrective action.

~~F. APPEAL OF DISCIPLINE ACTION~~

~~1. Right to Appeal from Discipline. Any regular employee subordinate to the District's General Manager who has been suspended, subject to a reduction in pay, demoted or dismissed, shall have the right of appeal to the Board. Notice of the appeal must be filed not later than ten (10) days after the effective date of the action. The notice of appeal shall include at least the following information: (a) a statement of the complaint and the facts upon which it is based; (b) the remedial action requested; (c) a statement of the reasons why the remedial action is appropriate; (d) a statement of any policies, procedures or law or rules which have not been adhered to or which should be followed. The appeal shall be heard by the Board at the next regularly scheduled meeting or sooner at the direction of the Board Chair after receipt of the request. The Chair shall furnish the department head concerned with a copy of the notice of appeal in advance of the hearing.~~

~~2. Who May Appeal. Only regular employees not excluded from the application of these policies (see Disciplinary Process) have a right to appeal disciplinary actions. In addition to formal appeals under this Section, the Board may give consideration to all suggestions and complaints that concern administration of the personnel policies.~~

~~3. Investigations. In connection with an appeal or complaint, with respect to any matter arising under these personnel policies, the General Manager may conduct an investigation as he/she deems necessary. The General Manager will produce a written statement of findings upon all matters investigated under the personnel policies. A copy will be given to the employee and placed in the file.~~

E. EXECUTIVE SESSIONS TO CONSIDER DISCIPLINARY MATTERS

1. ORS 192.660. The TCTD Board of Directors may hold an executive session to consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent who does not request an open hearing.

4.2. Hearings ~~on Appeal~~ Procedures.

- a. Procedure. The Board shall set a hearing upon timely requests made under this policy. The employee and the ~~department head~~ supervisor shall be given written notification of the time and place of the hearing. The employee has the right as per ORS 192.660 (1) (b) to request the hearing be held in an open public meeting of the Tillamook County Transportation District Board of Directors.

The order of procedure at the hearing generally will be as follows:

- i. The General Manager or a designee will set forth the reasons for the action and the facts on which it is based. The employee may conduct cross-examination if appropriate.
 - ii. The employee may present evidence in support of the ~~appeal~~ employee with or without the assistance of legal counsel or other representative.
 - iii. The General Manager or a designee may cross-examine or submit evidence in rebuttal or both.
 - iv. Opening statements, if any, will be brief and confined to the issues. Closing argument, if any, will be first by the General Manager or a designee then by the employee. The General Manager may offer rebuttal evidence if desired.
 - v. Evidence of a type commonly relied upon by reasonably prudent persons in the conduct of their serious affairs shall be admissible. Irrelevant, immaterial or unduly repetitious evidence may be excluded. Affidavits and counter-affidavits are acceptable as evidence. If either party intends to rely on an affidavit, it shall provide the other party with such affidavit together with the name, address and telephone number of the affiant at least ten (10) days prior to the hearing or such affidavit shall be inadmissible.
- b. Conduct of Hearings. A hearing before the Board is intended solely for the purpose of receiving evidence either to refute or substantiate specific charges brought to the Board. The hearing shall be conducted accordingly. The

Board may impose limits on questioning in the interest of the orderly conduct of the hearing and fairness. The purpose of a Board hearing is to make a decision in a case given information that has been disclosed and/or shared prior to the hearing. Therefore, if new information is presented for consideration by either side in the hearing, the Board will/may refer the matter back to the General Manager for his/her further consideration and action.

- c. Counsel or Representative. ~~If the Board has called an appeal of a executive session to consider dismissal or disciplinary action to the Board, an employee or the District may, but is not required to, have counsel or other representation.~~
- d. Board Findings. If, after receiving evidence presented in hearings on disciplinary actions, the Board finds that sufficient evidence supports the charges, ~~and that the complained of action taken by the department head was reasonable and was taken for a proper reason consistent with policy, the Board may affirm the action; if the finds that the complained of action taken by the department head was not so made, the Board shall fashion an appropriate remedy and the personnel file shall be purged of such record. In lieu of affirming the disciplinary action, the Board may modify the discipline as the circumstances warrant~~the Board may take disciplinary action or proceed with dismissal.

~~At the time of filing of the request of the appeal with the Board, the General Manager shall supply the employee with an outline of the procedures used by the Board.~~The decision of the Board shall include findings of fact and shall be final.

**PERSONNEL POLICIES AND PROCEDURES
CERTIFICATE OF RECEIPT**

I, _____, certify that I have received a copy of the Personnel Policies and Procedures Employee Handbook of the Tillamook County Transportation District. I understand that it is my responsibility to read and ask questions if necessary regarding personnel policies. I accept responsibility for understanding and complying with the District's policies. I understand that this handbook supersedes all prior handbooks, manuals, policies, summaries and understandings on these subjects, that it is not intended as a complete statement of my rights or responsibilities AND THAT IT IS NOT A CONTRACT OF EMPLOYMENT. I understand that my employment can be terminated with or without cause, at any time, at the option of either the District or myself, subject however only to such express restrictions as may appear in the District Policies, as each may be amended periodically. I understand that no one except the TCTD Board of Directors has the authority to enter into any agreement in writing that is contrary to the personnel policies and procedures of the District. I also understand that the District reserves the right to change, substitute, discontinue, interpret and apply, in its sole judgment, all District policies, procedures and benefits.

Employee Signature

Date

(Please complete the bottom half of this form, fold and tear on the dotted line, and return to your supervisor)

**PERSONNEL POLICIES AND PROCEDURES
CERTIFICATE OF RECEIPT**

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Employee Signature

Date

Tillamook County Transportation District

Normal Trial Balance

From 4/1/2022 Through 4/30/2022

<u>Account Code</u>	<u>Account Title</u>	<u>Debit Balance</u>	<u>Credit Balance</u>
1001	General Checking Account	625,240.55	
1006	Payroll Checking	54,525.07	
1009	NW RIDES ACCOUNT	555,727.52	
1011	Prop. Mgmt. Checking	53,875.92	
1020	LGIP - General Account	985,210.87	
1030	LGIP - Capital Reserve	1,349,231.50	
1040	Petty Cash	200.00	
		<hr/>	<hr/>
Report Total		3,624,011.43	0.00
		<hr/> <hr/>	<hr/> <hr/>
Report Difference		3,624,011.43	
		<hr/> <hr/>	

Tillamook County Transportation District

Financial Statement

From 4/1/2022 Through 4/30/2022

Resources	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	75%
Working Capital				2,975,295.00	(2,975,295.00)	0.00%
Fares	15,983.50	22,916.67	160,324.52	200,000.00	(39,675.48)	80.16%
Contract Revenue	41,426.69	70,833.33	734,936.21	750,000.00	(15,063.79)	97.99%
Property Tax	4,466.06	79,166.67	1,045,723.79	1,031,380.00	14,343.79	101.39%
Past Years Property Tax	1,138.97	2,916.67	19,499.84	25,000.00	(5,500.16)	77.99%
State Timber Revenue	0.00	25,000.00	99,293.57	325,000.00	(225,706.43)	30.55%
Mass Transit State Payroll Tax	30,424.86	7,083.33	99,558.28	85,000.00	14,558.28	117.12%
STIF Formula	100,714.00	0.00	389,981.00	352,308.00	37,673.00	110.69%
STIF Discretionary	0.00	0.00	274,003.00	888,035.00	(614,032.00)	30.85%
Capital Grants	0.00	0.00	288,011.00	1,009,536.00	(721,525.00)	28.52%
Grants - FTA 5311	0.00	0.00	845,581.00	1,280,466.00	(434,885.00)	66.03%
NWOTA Partner Cont. Match	0.00	0.00	36,000.00	163,121.00	(127,121.00)	22.06%
Grants - STF	0.00	0.00	50,775.00	67,700.00	(16,925.00)	75.00%
Grants - 5311 (f)	0.00	0.00	242,713.00	768,000.00	(525,287.00)	31.60%
Grants - 5310	0.00	0.00	71,436.00	188,527.00	(117,091.00)	37.89%
Grants - 5305	0.00	0.00	1,124.00	36,000.00	(34,876.00)	3.12%
Special Bus Operations	0.00	125.00	0.00	1,500.00	(1,500.00)	0.00%
Miscellaneous Income	17,255.43	875.00	88,651.30	10,500.00	78,151.30	844.29%
Sale of Assets - Income	0.00	0.00	6,500.00	10,000.00	(3,500.00)	65.00%
Interest Income	1,255.63	2,708.33	10,111.41	32,500.00	(22,388.59)	31.11%
OTIB TVC Loan 0071 Proceeds	0.00	0.00	50,000.00	0.00	50,000.00	0.00%
Advertising Income	0.00	83.33	0.00	1,000.00	(1,000.00)	0.00%
Lease Income	2,000.00	2,000.00	18,400.00	24,000.00	(5,600.00)	76.66%
Lease Operational Exp Income	1,130.04	833.33	11,206.39	10,000.00	1,206.39	112.06%

Monthly BOD Report w/YTD Budget & Variance

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Tillamook County Transportation District

Financial Statement

From 4/1/2022 Through 4/30/2022

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	75%
Transfer From General Fund	4911	0.00	637,231.00	719,188.00	(81,957.00)	88.60%
Transfer from STF Fund	4916	0.00	50,039.00	46,439.00	3,600.00	107.75%
Transfer from NWOTA	4917	0.00	3,000.00	3,000.00	0.00	100.00%
Transfer from STIF Fund	4918	0.00	121,182.00	1,340,035.00	(1,218,853.00)	9.04%
Total Resources		<u>215,795.18</u>	<u>5,355,281.31</u>	<u>12,343,530.00</u>	<u>(6,988,248.69)</u>	<u>43.39%</u>
Expenses						
Personnel Services						
Payroll: Administration	5010	39,729.89	312,395.07	435,000.00	122,604.93	71.81%
Payroll: Dispatch	5020	7,687.23	83,448.54	175,000.00	91,551.46	47.68%
Payroll: Drivers	5030	81,219.49	863,667.86	1,500,000.00	636,332.14	57.57%
Payroll: Maintenance	5040	7,427.84	56,509.46	75,000.00	18,490.54	75.34%
Payroll Expense	5050	11,933.36	130,392.24	135,000.00	4,607.76	96.58%
Payroll Healthcare	5051	35,594.38	327,133.96	505,000.00	177,866.04	64.77%
Payroll Retirement	5052	5,627.50	59,256.51	80,500.00	21,243.49	73.61%
Payroll Veba	5053	3,056.58	27,371.58	49,500.00	22,128.42	55.29%
Workers Compensation Ins.	5055	0.00	29,666.92	47,000.00	17,333.08	63.12%
Total Personnel Services		<u>192,276.27</u>	<u>1,889,842.14</u>	<u>3,002,000.00</u>	<u>1,112,157.86</u>	<u>62.95%</u>
Materials and Services						
Miscellaneous Expense	5060	(808.26)	0.00	0.00	0.00	0.00%
Professional Services	5100	12,302.89	137,141.15	112,750.00	(24,391.15)	121.63%
Administrative Support	5101	0.00	16,915.54	25,000.00	8,084.46	67.66%
Website Maintenance	5102	4,394.70	28,582.30	50,350.00	21,767.70	56.76%
Planning	5103	0.00	26,081.76	130,000.00	103,918.24	20.06%
Dues & Subscriptions	5120	14.99	7,462.91	8,500.00	1,037.09	87.79%

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Monthly BOD Report w/YTD Budget & Variance

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Tillamook County Transportation District

Financial Statement

From 4/1/2022 Through 4/30/2022

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	75%
Office Equipment R&R	5140 225.22	333.33	2,072.06	4,000.00	1,927.94	51.80%
Computer R&M	5145 3,682.70	2,875.00	36,502.30	39,500.00	2,997.70	92.41%
Fees & Licenses	5150 79.99	2,583.34	19,302.60	32,500.00	13,197.40	59.39%
Insurance	5160 0.00	3,333.33	136,150.00	120,000.00	(16,150.00)	113.45%
Office Expense	5170 1,021.95	1,250.00	16,948.73	15,000.00	(1,948.73)	112.99%
Board Expense	5175 1,745.90	1,083.33	7,534.87	13,000.00	5,465.13	57.96%
Operational Expense	5180 7,965.91	3,958.33	46,583.76	59,500.00	12,916.24	78.29%
Drug & Alcohol Administration	5185 560.00	208.33	1,545.00	2,500.00	955.00	61.80%
Marketing	5190 6,571.80	5,000.00	25,114.02	70,000.00	44,885.98	35.87%
Website Re-Design	5191 0.00	6,250.00	0.00	0.00	0.00	0.00%
Telephone Expense	5210 1,657.59	1,618.33	13,663.76	19,420.00	5,756.24	70.35%
Travel & Training	5220 227.44	1,625.00	10,216.81	19,500.00	9,283.19	52.39%
Vehicle Expense	5240 17,983.92	18,750.00	137,778.75	250,000.00	112,221.25	55.11%
Fuel Expense	5245 34,829.36	20,833.33	272,184.22	330,000.00	57,815.78	82.48%
Postage	5260 276.59	166.67	1,801.57	2,000.00	198.43	90.07%
Member Mileage Reimbursement	5266 5,000.00	0.00	5,000.00	0.00	(5,000.00)	0.00%
Mgmt/Labor Recreation Fund	5270 0.00	0.00	3,500.00	4,708.00	1,208.00	74.34%
Transit Center Lease	5280 0.00	0.00	1,400.00	0.00	(1,400.00)	0.00%
Transit Center Maint	5285 1,000.11	1,500.00	14,035.83	18,000.00	3,964.17	77.97%
COVID Expense	5291 3,758.87	0.00	213,493.53	350,000.00	136,506.47	60.99%
Property Operating Expense	5300 1,133.83	2,125.00	18,008.30	26,000.00	7,991.70	69.26%
Flex Lease: Fees	5330 0.00	41.67	0.00	0.00	0.00	0.00%
Property Maint. & Repair	5340 3,325.00	2,083.33	27,766.63	25,000.00	(2,766.63)	111.06%
Operations Facility Maint.	5346 74.33	333.33	752.23	4,000.00	3,247.77	18.80%
Total Materials and Services	107,024.83	102,751.65	1,227,538.63	1,731,228.00	503,689.37	70.91%

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Monthly BOD Report w/YTD Budget & Variance

Tillamook County Transportation District
Financial Statement

From 4/1/2022 Through 4/30/2022

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	75%
Special Payments						
STF Payments to Recipients	0.00	0.00	17,660.52	17,661.00	0.48	99.99%
STIF Payments to Recipients	0.00	1,250.00	6,000.00	6,000.00	0.00	100.00%
Total Special Payments	0.00	1,250.00	23,660.52	23,661.00	0.48	100.00%
Transfers						
Transfer to LGIP 5931	0.00	0.00	400,000.00	400,000.00	0.00	100.00%
Transfer to Property Mgmt	0.00	0.00	75,000.00	75,000.00	0.00	100.00%
Transfer to General Fund	0.00	0.00	166,391.00	775,039.00	608,648.00	21.46%
Transfer to Vehicle Reserve	0.00	0.00	6,500.00	10,000.00	3,500.00	65.00%
Transfer to NWOTA Fund	0.00	0.00	163,561.00	852,223.00	688,662.00	19.19%
Reserve for Future Expenditure	0.00	0.00	0.00	1,296,835.00	1,296,835.00	0.00%
Unappropriated Ending Fund Bal	0.00	0.00	0.00	873,801.00	873,801.00	0.00%
Total Transfers	0.00	0.00	811,452.00	4,282,898.00	3,471,446.00	18.95%
Capital Outlay						
Debt Service						
PUD Loan Expense	1,495.98	625.00	8,691.21	7,500.00	(1,191.21)	115.88%
OTIB TVC Loan 0071	0.00	400.00	0.00	4,800.00	4,800.00	0.00%
OTIB Loan 0061	0.00	0.00	26,810.44	30,000.00	3,189.56	89.36%
Total Debt Service	1,495.98	1,025.00	35,501.65	42,300.00	6,798.35	83.93%
Capital Purchases						
Building Repair & Renovation	840.00	1,666.67	5,735.79	30,000.00	24,264.21	19.11%
Bus Replacement/Addition	0.00	0.00	94,138.00	940,000.00	845,862.00	10.01%
Van Replacement/Addition	0.00	180,000.00	188,714.00	390,000.00	201,286.00	48.38%
Computer Upgrade	0.00	416.67	0.00	5,000.00	5,000.00	0.00%
Fuel Cell Triangulation Point	0.00	0.00	0.00	6,000.00	6,000.00	0.00%

Monthly BOD Report w/YTD Budget & Variance

Tillamook County Transportation District

Financial Statement

From 4/1/2022 Through 4/30/2022

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	75%
6040 Bus Stop Signage/Shelters	0.00	0.00	55,606.89	967,544.00	911,937.11	5.74%
6050 Other Capital Projects	0.00	65,658.25	484,256.42	922,899.00	438,642.58	52.47%
Total Capital Purchases	840.00	247,741.59	828,451.10	3,261,443.00	2,432,991.90	25.40%
Total Capital Outlay	2,335.98	248,766.59	863,952.75	3,303,743.00	2,439,790.25	26.15%
Total Expenses	301,637.08	558,466.65	4,816,446.04	12,343,530.00	7,527,083.96	39.02%

MSR

Tillamook County Transportation District

Financial Statement

From 4/1/2022 Through 4/30/2022

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	75%
Resources						
Working Capital	0.00	0.00	0.00	450,000.00	(450,000.00)	0.00%
NWR Revenue	372,406.43	333,333.33	3,548,599.79	4,000,000.00	(451,400.21)	88.71%
NWR Reserve	0.00	0.00	52,341.75	1,000.00	51,341.75	5,234.17%
Interest Income	0.00	0.00	0.00	400.00	(400.00)	0.00%
Total Resources	<u>372,406.43</u>	<u>333,333.33</u>	<u>3,600,941.54</u>	<u>4,451,400.00</u>	<u>(850,458.46)</u>	<u>80.89%</u>
Expenses						
Personnel Services						
Payroll: Administration	25,526.96	22,750.00	262,996.58	350,000.00	87,003.42	75.14%
Payroll: Indirect	1,560.16	833.33	11,078.14	10,000.00	(1,078.14)	110.78%
Payroll Expense	2,170.64	1,833.33	21,578.29	22,000.00	421.71	98.08%
Payroll Healthcare	9,859.70	9,583.33	92,765.97	140,000.00	47,234.03	66.26%
Payroll Retirement	1,255.57	1,375.00	13,663.25	16,500.00	2,836.75	82.80%
Payroll Veba	986.30	1,083.33	9,078.50	13,000.00	3,921.50	69.83%
Workers Compensation Ins.	0.00	0.00	554.75	500.00	(54.75)	110.95%
Total Personnel Services	<u>41,359.33</u>	<u>37,458.32</u>	<u>411,715.48</u>	<u>552,000.00</u>	<u>140,284.52</u>	<u>74.59%</u>
Materials and Services						
Professional Services	0.00	833.33	4,167.00	10,000.00	5,833.00	41.67%
Office Equipment R&R	225.22	208.33	2,308.55	2,500.00	191.45	92.34%
Computer R&M	875.00	1,250.00	7,953.21	15,000.00	7,046.79	53.02%
Fees & Licenses	24.99	1,250.00	88,687.30	163,000.00	74,312.70	54.40%
Insurance	0.00	0.00	7,734.00	0.00	(7,734.00)	0.00%
Office Expense	168.97	416.67	2,778.18	5,000.00	2,221.82	55.56%
Operational Expense	0.00	125.00	339.60	1,500.00	1,160.40	22.64%

Monthly BOD Report w/YTD Budget & Variance

Tillamook County Transportation District
Financial Statement

From 4/1/2022 Through 4/30/2022

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	75%
5210 Telephone Expense	1,245.02	1,666.67	11,463.78	20,000.00	8,536.22	57.31%
5220 Travel & Training	231.04	125.00	1,631.18	1,500.00	(131.18)	108.74%
5260 Postage	9.95	83.33	346.04	1,000.00	653.96	34.60%
5265 Purchased Transportation	218,300.25	250,000.00	2,538,068.30	3,000,000.00	461,931.70	84.60%
5266 Member Mileage Reimbursement	10,000.00	15,000.00	120,000.00	180,000.00	60,000.00	66.66%
5267 Volunteer Mileage Reimburse	23,579.97	21,666.67	230,613.04	260,000.00	29,386.96	88.69%
5281 Office Rent	400.00	400.00	4,000.00	4,800.00	800.00	83.33%
5300 Property Operating Expense	291.77	250.00	2,899.44	3,000.00	100.56	96.64%
Total Materials and Services Transfers	255,352.18	293,275.00	3,022,989.62	3,667,300.00	644,310.38	82.43%
9180 Unappropriated Ending Fund Bal	0.00	0.00	0.00	207,100.00	207,100.00	0.00%
Total Transfers	0.00	0.00	0.00	207,100.00	207,100.00	0.00%
Capital Outlay						
Capital Purchases						
6022 Ecolane Investment	0.00	0.00	2,880.00	25,000.00	22,120.00	11.52%
Total Capital Purchases	0.00	0.00	2,880.00	25,000.00	22,120.00	11.52%
Total Capital Outlay	0.00	0.00	2,880.00	25,000.00	22,120.00	11.52%
Total Expenses	296,711.51	330,733.32	3,437,585.10	4,451,400.00	1,013,814.90	77.22%

Tillamook County Transportation District

Check/Voucher Register

1001 - General Checking Account
From 4/1/2022 Through 4/30/2022

Docume... Number	Docume... Date	Transaction Amount	Payee	Transaction Description
17045	4/6/2022	395.88	BAUDVILLE	FIVE YEAR RECOGNITIONX8
17046	4/6/2022	120.95	CINTAS	JANUARY 2022 MATTS AND UNIFORMS
17046	4/6/2022	58.35	CINTAS	MARCH 2022 SHOPT UNIFORMS & SUPPLIES
17046	4/6/2022	74.80	CINTAS	03/29/22 SHOP TOWELS MATS AND UNIFORMS
17047	4/6/2022	153.42	COMCAST	MARCH 2022
17048	4/6/2022	38.72	CENTURYLINK	MARCH 2022
17049	4/6/2022	67.19	Fred Meyer Customer Charges	MARCH 2022 OFFICE SUPPLIES
17050	4/6/2022	321.63	J. J. Keller & Associates, Inc	DVIR BUS BOOKLETS
17051	4/6/2022	258.00	KENDRA VOGT	TRAVEL FOR ADP TRAINING
17052	4/6/2022	641.27	KITTELSON & ASSOCIATES, INC.	RT 5 PLANNING/GRANT 35117
17052	4/6/2022	2,902.28	KITTELSON & ASSOCIATES, INC.	MARCH 2022 COORDINATED PLAN GRANT 35137
17053	4/6/2022	664.33	LEWIS AUDIO VIDEO, INC.	TRAINING ROOM SETUP
17054	4/6/2022	115.00	North Coast Lawn	MARCH 2022 LAWN MAINT.
17055	4/6/2022	60.69	Office Depot Credit Plan	MARCH 2022
17056	4/6/2022	297.00	OR COAST BROADCAST CENTER	DRIVER RECRUITMENT COVID
17057	4/6/2022	222.58	Pacific Office Automation	MARCH 2022 TCTD COPIES
17058	4/6/2022	1,200.00	PECK RUBANOFF & HATFIELD PC	BOARD EXPENSE/INVESTIGATION
17059	4/6/2022	72.73	PORTLAND GENERAL	MARCH 2022 SALEM ELECTRIC
17060	4/6/2022	200.00	PLANNING SOLUTIONS	OFFICE,KITCHEN DISPATCH, TRANSIT RENOVATION
17061	4/6/2022	1,380.00	Prevailing Communications	BUS RADIOS/ANTENNA 111/300/112
17062	4/6/2022	675.00	RICH HOME SERVICES, LLC	3RD ST AND TVC MAINTENANCE
17063	4/6/2022	60.00	SUNFLOWER FLATS	MARCH 2022 APRIL MACOMSON
17064	4/6/2022	363.30	TABATHA WELCH	TRAVEL FOR ADP TRAINING
17065	4/6/2022	64.21	TILLAMOOK CITY UTILITIES	MARCH 2022 TRANSIT
17066	4/6/2022	392.95	VERIZON	MARCH 2022
17067	4/8/2022	50.00	ALL CLEAR AUDIO AND GLASS LLC	MARCH 2022 VAN 110 WINDSHIELD
17068	4/8/2022	186.97	ALSCO - Portland Linen	MARCH 2022 MATTS
17069	4/8/2022	95.62	Advance Auto Parts	MARCH 2022
17070	4/8/2022	850.00	WAVE	MARCH 2022 PHONES
17071	4/8/2022	2,539.66	COUNTRY MEDIA	MARCH 2022 RECRUITMENT/COVID & VETS GRANT 34734
17071	4/8/2022	192.20	COUNTRY MEDIA	BOARD EXPENSE
17072	4/8/2022	636.55	O'REILLY AUTOMOTIVE STORES	MARCH 2022 SHOP INVENTORY
17073	4/8/2022	257.95	EB TOOLS LLC	MARCH 2022 SHOP TOOLS
17074	4/8/2022	723.60	FleetPride, Inc.	MARCH 2022 SHOP INVENTORY
17075	4/8/2022	167.00	KEMPS NORTH COAST TOOLS	MARCH 2022 SHOP TOOLS
17076	4/8/2022	912.21	LES SCHWAB WAREHOUSE CENTER	MARCH 2022 TIRES
17077	4/8/2022	1,495.96	LUM'S AUTO CENTER, INC.	MARCH 2022 BUS 104 MAINTENANCE
17077	4/8/2022	2,398.65	LUM'S AUTO CENTER, INC.	MARCH 2022 BUS 109 MAINTENANCE
17078	4/8/2022	934.18	DAVISON AUTO PARTS, INC.	MARCH 2022 SHOP INVENTORY
17079	4/8/2022	72.00	NEW AGE CAR WASH	MARCH 2022 VAN WASHES
17080	4/8/2022	205.72	Rosenberg Builders Supply	MARCH 2022 SHOP SUPPLIES
17081	4/8/2022	6,355.00	SPECIAL DISTRICTS INS. SERVICE	ADD NEW VANS/BUSES
17082	4/8/2022	270.00	Tillamook Motor Co.	MARCH 2022 BUS 34 MAINTENANCE
17083	4/8/2022	288.80	ULINE	MARCH 2022 SHOP SUPPLIES
17084	4/8/2022	5,672.36	CARDMEMBER SERVICE	MARCH 2022
17085	4/8/2022	49.95	VANIR BROADBAND, INC.	APRIL 2022
17086	...4/2022	18,950.78	CARSON OIL CO INC	MARCH 2022
17087	...4/2022	4,462.50	Columbia Pacific Economic	NWOTA ADMINISTRATION
17088	...4/2022	1,328.34	Marie Mills Center, Inc	JANITORIAL AT TRANSIT CENTER
17088	...4/2022	22.33	Marie Mills Center, Inc	JANITORIAL SUPPLIES
17088	...4/2022	93.42	Marie Mills Center, Inc	JANITORIAL SUPPLIES

Tillamook County Transportation District

Check/Voucher Register

1001 - General Checking Account

From 4/1/2022 Through 4/30/2022

<u>Docume... Number</u>	<u>Docume... Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
17089	...2/2022	644.05	ABILA	APRIL 2022 CLOUD STORAGE
17090	...2/2022	560.00	BIO-MED TESTING SERVICE, INC.	APRIL 2022 DRUG SCREENS
17091	...2/2022	269,268.00	BLUE STAR GAS	PROPANE FUELING STATION GRANT 33788
17092	...2/2022	279.80	Coast Printing & Stationery	APRIL 2022 BUS TICKETS
17093	...2/2022	782.70	GenXsys Solutions, LLC	APRIL 2022 COMPUTER SUPPORT
17093	...2/2022	3,000.00	GenXsys Solutions, LLC	APRIL 2022
17094	...2/2022	1,710.00	INNOVA LEGAL ADVISORS	APRIL 2022 LEGAL
17095	...2/2022	5,937.48	JORDAN SCHRADER RAMIS, PC	APRIL 2022 LEGAL/CHAMPION PARK
17095	...2/2022	1,020.00	JORDAN SCHRADER RAMIS, PC	APRIL 2022 LEGAL/BOARD
17096	...2/2022	250.00	KNOWLEDGE IN MOBILITY	van 113 inspection grant 34225
17097	...2/2022	90.00	Micky Bemis	MB CDL 2022
17098	...2/2022	1,050.00	NATHAN LEVIN	MAY 2022
17099	...2/2022	19.88	Office Depot Credit Plan	APRIL 2022
17099	...2/2022	243.51	Office Depot Credit Plan	APRIL 2022
17099	...2/2022	41.58	Office Depot Credit Plan	APRIL 2022
17099	...2/2022	8.69	Office Depot Credit Plan	APRIL 2022
17100	...2/2022	46.25	Oregon State Police	APRIL 2022 BACKGROUND
17101	...2/2022	225.22	Pacific Office Automation	APRIL 2022 COPIER LEASE
17102	...6/2022	90.00	Integrated Services	REFUND INTEGRATED
Report Total		<u>345,279.19</u>		

Tillamook County Transportation District

Check/Voucher Register

1006 - Payroll Checking

From 4/1/2022 Through 4/30/2022

<u>Document Number</u>	<u>Document Date</u>	<u>Payee</u>
5703	4/7/2022	SPECIAL DISTRICTS INS. SERVICE
5704	4/7/2022	PACIFIC SOURCE
5705	4/8/2022	HRA VEBA TRUST
5706	4/22/2022	NATALIE ZUERCHER

Tillamook County Transportation District

Check/Voucher Register

1009 - NW RIDES ACCOUNT

From 4/1/2022 Through 4/30/2022

Docume... Number	Docume... Date	Transaction Amount	Payee	Transaction Description
3493	4/6/2022	3,037.75	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
3494	4/6/2022	3,254.60	JANNA SMITH	VOLUNTEERS
3495	4/6/2022	3,498.62	JOHN REKART JR	VOLUNTEERS
3496	4/6/2022	501.92	JOY WINKELHAKE	VOLUNTEERS
3497	4/6/2022	7,405.50	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
3497	4/6/2022	7,792.60	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
3497	4/6/2022	5,961.80	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
3498	4/6/2022	3,906.10	K & M MEDIVAN	PROVIDER TRANSPORTATION
3498	4/6/2022	3,975.90	K & M MEDIVAN	PROVIDER TRANSPORTATION
3499	4/6/2022	1,134.30	KANDIS LIDAY	VOLUNTEERS
3500	4/6/2022	1,320.95	LEANN CHUINARD	VOLUNTEERS
3501	4/6/2022	3,895.00	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
3501	4/6/2022	1,813.00	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
3501	4/6/2022	4,486.50	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
3501	4/6/2022	4,734.00	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
3501	4/6/2022	170.00	MEDIX AMBULANCE	NWR PHONES MARCH
3501	4/6/2022	5,339.80	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
3501	4/6/2022	5,719.40	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
3502	4/6/2022	2,943.50	METRO WEST	PROVIDER TRANSPORTATION
3502	4/6/2022	5,956.50	METRO WEST	PROVIDER TRANSPORTATION
3503	4/6/2022	7,135.75	Ride Connection Bridge	PROVIDER TRANSPORTATION
3503	4/6/2022	8,833.95	Ride Connection Bridge	PROVIDER TRANSPORTATION
3503	4/6/2022	7,318.70	Ride Connection Bridge	PROVIDER TRANSPORTATION
3503	4/6/2022	11,042.60	Ride Connection Bridge	PROVIDER TRANSPORTATION
3503	4/6/2022	18,258.80	Ride Connection Bridge	PROVIDER TRANSPORTATION
3503	4/6/2022	8,928.15	Ride Connection Bridge	PROVIDER TRANSPORTATION
3503	4/6/2022	10,973.95	Ride Connection Bridge	PROVIDER TRANSPORTATION
3504	4/6/2022	17,788.75	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
3505	4/6/2022	3,790.71	SEAN REKART	VOLUNTEERS
3506	4/6/2022	1,138.00	SUNSET EMPIRE TRANSIT	PROVIDER TRANSPORTATION
3506	4/6/2022	1,962.00	SUNSET EMPIRE TRANSIT	PROVIDER TRANSPORTATION
3506	4/6/2022	2,594.00	SUNSET EMPIRE TRANSIT	PROVIDER TRANSPORTATION
3506	4/6/2022	580.00	SUNSET EMPIRE TRANSIT	feb 2022 bus passes
3506	4/6/2022	275.00	SUNSET EMPIRE TRANSIT	PROVIDER TRANSPORTATION
3507	4/6/2022	8,557.25	TILLAMOOK CNTY TRANS. DIST.	PROVIDER TRANSPORTATION
3508	4/6/2022	10,140.50	TILLAMOOK CNTY TRANS. DIST.	PROVIDER TRANSPORTATION
3509	4/6/2022	6,957.00	TILLAMOOK CNTY TRANS. DIST.	PROVIDER TRANSPORTATION
3510	4/6/2022	4,264.90	WILLAMETTE VALLEY TRANSPORT	PROVIDER TRANSPORTATION
3510	4/6/2022	10,568.65	WILLAMETTE VALLEY TRANSPORT	PROVIDER TRANSPORTATION
3511	4/6/2022	2,984.43	WILLIAM NERENBERG	VOLUNTEERS
3512	4/6/2022	1,000.00	CareOregon	BALANCE DUE FROM Q3
3513	4/6/2022	53.89	CENTURYLINK	OCTOBER 2021
3514	4/6/2022	94.90	Fred Meyer Customer Charges	MARCH 2022 OFFICE SUPPLIES
3515	4/6/2022	12,103.92	TILLAMOOK CNTY TRANS. DIST.	MARCH 2022 NWR BENEFITS
3516	4/7/2022	707.42	TILLAMOOK CNTY TRANS. DIST.	MARCH 2022 RENT AND UTILITIES
3517	4/8/2022	1,454.69	WAVE	MARCH 2022 PHONES
3518	4/8/2022	130.53	CARDMEMBER SERVICE	MARCH 2022
3519	...4/2022	1,541.30	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
3519	...4/2022	2,543.00	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
3519	...4/2022	2,875.30	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
3519	...4/2022	2,406.40	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
3519	...4/2022	2,143.65	AAA RIDE ASSIST	PROVIDER TRANSPORTATION
3520	...4/2022	6,060.75	COLUMBIA COUNTY RIDER	PROVIDER TRANSPORTATION
3520	...4/2022	7,709.75	COLUMBIA COUNTY RIDER	PROVIDER TRANSPORTATION
3521	...4/2022	7,433.30	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
3521	...4/2022	6,760.30	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION

Tillamook County Transportation District

Check/Voucher Register

1009 - NW RIDES ACCOUNT

From 4/1/2022 Through 4/30/2022

Docume... Number	Docume... Date	Transaction Amount	Payee	Transaction Description
3521	...4/2022	6,868.80	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
3521	...4/2022	4,740.20	COLUMBIA MEDICAL	PROVIDER TRANSPORTATION
3522	...4/2022	3,370.50	K & M MEDIVAN	PROVIDER TRANSPORTATION
3522	...4/2022	4,118.20	K & M MEDIVAN	PROVIDER TRANSPORTATION
3522	...4/2022	2,827.75	K & M MEDIVAN	PROVIDER TRANSPORTATION
3522	...4/2022	3,918.10	K & M MEDIVAN	PROVIDER TRANSPORTATION
3522	...4/2022	4,683.40	K & M MEDIVAN	PROVIDER TRANSPORTATION
3523	...4/2022	4,189.30	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
3523	...4/2022	5,419.80	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
3523	...4/2022	6,346.00	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
3523	...4/2022	3,567.00	MEDIX AMBULANCE	PROVIDER TRANSPORTATION
3524	...4/2022	1,812.50	MTN RETREAT SECURE TRANSPORT	PROVIDER TRANSPORTATION
3525	...4/2022	8,439.75	NWR BROKERAGE	PROVIDER TRANSPORTATION
3526	...4/2022	15,773.10	Ride Connection Bridge	PROVIDER TRANSPORTATION
3526	...4/2022	8,868.00	Ride Connection Bridge	PROVIDER TRANSPORTATION
3526	...4/2022	9,250.30	Ride Connection Bridge	PROVIDER TRANSPORTATION
3526	...4/2022	7,336.60	Ride Connection Bridge	PROVIDER TRANSPORTATION
3527	...4/2022	25,416.24	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
3527	...4/2022	22,771.25	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
3527	...4/2022	22,002.00	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
3527	...4/2022	20,763.70	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
3527	...4/2022	17,209.75	RYANS TRANSPORTATION SERVICE	PROVIDER TRANSPORTATION
3528	...4/2022	6,189.00	SUNSET EMPIRE TRANSIT	PROVIDER TRANSPORTATION
3528	...4/2022	375.00	SUNSET EMPIRE TRANSIT	COVID MEALS
3528	...4/2022	4,417.00	SUNSET EMPIRE TRANSIT	PROVIDER TRANSPORTATION
3528	...4/2022	500.00	SUNSET EMPIRE TRANSIT	COVID MEALS
3528	...4/2022	640.00	SUNSET EMPIRE TRANSIT	MARCH 2022 BUS PASSES
3529	...2/2022	131.04	CATHY BOND	NWR MILEAGE
3530	...2/2022	875.00	GenXsys Solutions, LLC	NWR COMPUTER MANAGMENT
3531	...2/2022	225.22	Pacific Office Automation	APRIL 2022 LEASE
Report Total		499,004.43		

Tillamook County Transportation District

Check/Voucher Register

1011 - Prop. Mgmt. Checking

From 4/1/2022 Through 4/30/2022

<u>Docume... Number</u>	<u>Docume... Date</u>	<u>Transaction Amount</u>	<u>Payee</u>	<u>Transaction Description</u>
4471	4/6/2022	1,125.00	CHRISSY'S CLEANING SERVICE	MARCH 2022
4472	4/6/2022	425.00	North Coast Lawn	MARCH 2022 LAWN MAINT.
4472	4/6/2022	1,820.00	North Coast Lawn	MAINTENANCE AT 3RD ST
4473	4/6/2022	1,775.00	RICH HOME SERVICES, LLC	3RD ST AND TVC MAINTENANCE
4474	4/6/2022	278.86	TILLAMOOK CITY UTILITIES	MARCH 2022
4475	4/8/2022	61.92	CARDMEMBER SERVICE	MARCH 2022
4476	4/8/2022	171.75	CITY SANITARY SERVICE	MARCH 2022 GARBAGE
4477	4/8/2022	125.00	ZUERCHER PLUMBING	PLUMBING
4478	...4/2022	<u>523.87</u>	Marie Mills Center, Inc	JANITORIAL AT 3RD ST
Report Total		<u>6,306.40</u>		

UMPQUA BANK: CLOSING DATE 04/23/2022


Date	Vendor	Description of Transaction	Amount
DOUG PILANT			
03/23/22	Werner Gourmet Meat	Offsite Personnel	\$34.98
03/24/22	Fred Meyer	Office Supplies	\$70.96
03/27/22	Virtual Postmail.com	Postage	\$25.00
03/24/22	La Mexicana	Offsite Personnel	\$28.39
03/29/22	Zoom	Monthly Subscription/COVID	\$40.00
04/07/22	La Mexicana	Offsite Personnel	\$48.34
04/14/22	Sand Dollar	Offsite Personnel	\$43.20
			\$290.87
CATHY BOND			
03/26/22	Language Line	NWR Phones	\$43.45
03/29/22	Language Line	NWR Phones	\$35.55
04/02/22	Endicia	Postage	\$9.95
04/05/22	Language Line	NWR Phones	\$39.50
04/05/22	Adobe Acropro	Monthly Subscription	\$24.99
04/16/22	Language Line	NWR Phones	\$31.60
04/20/22	BJ's Restaurant's	Offsite Personnel	\$100.00
04/23/22	Adobe Creative Cloud	Monthly Subscription	\$79.99
04/22/22	Iron Mountain	Shredding	\$103.59
			\$468.62
SHANNON WAKEMAN			
04/08/22	Vistaprint	Marketing	\$101.59
04/11/22	Amazon	Masks/Covid	\$99.99
			\$201.58
			\$201.58
MIKE REED			
03/30/22	URDC	Shop Tools	\$69.00
03/30/22	Gross Mechanical Labor	Shop Tools	\$382.72
03/31/22	Fred Meyer	Gift Card/ Employee Appreciation	\$50.00
03/31/22	Fred Meyer	Shop Parts	\$107.94
04/02/22	Amazon	Shop Tools	\$35.99
04/12/22	Amazon	Shop Tools	\$22.77
04/22/22	Amazon	Shop Parts	\$27.29
			\$695.71
TABATHA WELCH			
04/07/22	Avenue Online	Credit	\$234.90
04/07/22	Avenue Online	Credit	\$150.94
04/07/22	Avenue Online	Credit	\$138.12
04/07/22	Avenue Online	Credit	\$62.15
04/07/22	Academy Sports	Credit	\$35.96
03/25/22	USPS Stamps	Postage	\$100.00
04/03/22	Amazon	Office Supplies	\$13.99
04/02/22	Endicia Store	Postage/Labels	\$56.49
04/01/22	Indeed	Marketing	\$75.03
04/13/22	USPS	Postage	\$70.11
04/14/22	HULU	Monthly Subscription	\$69.99
04/16/22	Center Market	Employee Appreciation	\$17.07
04/16/22	Amazon	Employee Appreciation/Retirement	\$37.98
04/16/22	Endicia Store	Postage/Stamps	\$24.99
04/17/22	Amazon	Monthly Subscription	\$14.99
04/15/22	The Fern Café	Meals/Budget review with treasurer	\$44.00
04/15/22	Amazon	Employee Appreciation/Retirement	\$39.99
04/19/22	Amazon	Employee Appreciation/Retirement	\$43.96
04/07/22	Amazon	Office Supplies	\$40.89
04/25/22	Pacific Restaurant	Board Meeting Dinner	\$48.00
			\$75.41
CLAYTON NORRBOM			
04/20/22	Subway	Offsite Personnel	\$28.53
			\$28.53
STATEMENT TRUE UP			fees
Charges total			\$1,760.72
Grand Total			

APPROVAL

DATE

April 2022 Statement

Open Date: 03/25/2022 Closing Date: 04/25/2022


Visa® Company Card with Rewards
 TILLAMOOK CNTY TRANS (CPN 001469460)

Account:

Cardmember Service ☎ 1-866-552-8855
 BUS 30 ELN 8 15

New Balance	\$1,760.84
Minimum Payment Due	\$18.00
Payment Due Date	05/22/2022

Activity Summary		
Previous Balance	+	\$5,864.93
Payments	-	\$5,864.81 ^{CR}
Other Credits	-	\$622.07 ^{CR}
Purchases	+	\$2,382.79
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged		\$0.00
Interest Charged		\$0.00
New Balance	=	\$1,760.84
Past Due		\$0.00
Minimum Payment Due		\$18.00
Credit Line		\$10,000.00
Available Credit		\$8,239.16
Days in Billing Period		32

Reward Points	
Earned This Statement	2,011
Reward Center Balance as of 04/24/2022	54,183
For details, see your rewards summary.	

Payment Options:

 Mail payment coupon
with a check

 Pay online at
myaccountaccess.com

 Pay by phone
1-866-552-8855

Please detach and send coupon with check payable to: Cardmember Service CPN 001469460

24-Hour Cardmember Service: 1-866-552-8855

- ☎ . to pay by phone
- ☎ . to change your address

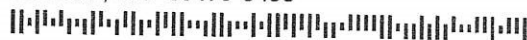
000036010 01 SP 000638168981991 P Y

 TILLAMOOK CNTY TRANS
 ACCOUNTS PAYABLE
 3600 3RD ST STE A
 TILLAMOOK OR 97141-2730


Account Number	
Payment Due Date	5/22/2022
New Balance	\$1,760.84
Minimum Payment Due	\$18.00

Amount Enclosed \$ _____

Cardmember Service

 P.O. Box 790408
 St. Louis, MO 63179-0408


Visa Business Rewards Company Card

Rewards Center Activity as of 04/24/2022	
Rewards Center Activity*	0
Rewards Center Balance	54,183

*This item includes points redeemed, expired and adjusted.

	This Statement	Year to Date
Rewards Earned		
Points Earned on Net Purchases	1,110	11,034
Gas, Restaurants & Telecom Double Points	901	3,724
Total Earned	2,011	14,758

For rewards program inquiries and redemptions, call 1-888-229-8864 from 8:00 am to 10:00 pm (CST) Monday through Friday, 8:00 am to 5:30 pm (CST) Saturday and Sunday. Automated account information is available 24 hours a day, 7 days a week.

Important Messages

Paying Interest: You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

Transactions PILANT, DOUGLAS ✓ Credit Limit \$5000

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
03/25	03/23	0425	WERNER GOURMET MEAT SN TILLAMOOK OR	\$34.98	_____
03/25	03/24	7156	FRED-MEYER #0377 TILLAMOOK OR	\$70.96	_____
03/28	03/27	6415	VIRTUALPOSTMAIL.COM 909-235-6245 CA	\$25.00	_____
03/28	03/24	5657	LA MEXICANA RESTAURANT TILLAMOOK OR	\$28.39	_____
03/30	03/29	7096	ZOOM.US 888-799-9666 WWW.ZOOM.US CA	\$40.00	_____
04/11	04/07	6653	LA MEXICANA RESTAURANT TILLAMOOK OR	\$48.34	_____
04/15	04/14	6091	SAND DOLLAR RESTAURANT ROCKAWAY BEAC OR	\$43.20	_____
Total for Account				\$290.87	

Transactions BOND, CATHY Credit Limit \$2500

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
03/28	03/26	5531	LANGUAGE LINE, INC. 800-7526096 CA	\$43.45	_____
03/30	03/29	5325	LANGUAGE LINE, INC. 800-7526096 CA	\$35.55	_____
04/04	04/02	5583	ENDICIA 800-576-3279 CA	\$9.95	_____

Continued on Next Page

Transactions		BOND,CATHY		Credit Limit \$2500	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
04/06	04/05	2833	LANGUAGE LINE, INC. 800-7526096 CA	\$39.50	_____
04/06	04/05	5351	ADOBE ACROPRO SUBS 408-536-6000 CA	\$24.99	_____
04/18	04/16	2281	LANGUAGE LINE, INC. 800-7526096 CA	\$31.60	_____
04/21	04/20	0178	BJ'S RESTAURANTS 533 HILLSBORO OR	\$100.00	_____
04/25	04/23	9958	ADOBE CREATIVE CLOUD 800-443-8158 CA	\$79.99	_____
04/25	04/22	2902	IRON MOUNTAIN 800-934-3453 MA	\$103.59	_____
Total for Account				\$468.62	

Transactions		NORRBOM,CLAYTON		Credit Limit \$2500	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
04/20	04/19	5852	Subway 47575 Newberg OR	\$28.53	_____
Total for Account				\$28.53	

Transactions		REED,MICHAEL		Credit Limit \$3500	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
03/31	03/30	1199	URDC 402-935-7733 CA	\$69.00	_____
03/31	03/30	2881	GROSS MECHANICAL LABOR 410-6043800 MD	\$382.72	_____
04/01	03/31	5438	FRED-MEYER #0377 TILLAMOOK OR	\$50.00	_____
04/01	03/31	5503	FRED-MEYER #0377 TILLAMOOK OR	\$107.94	_____
04/04	04/02	2317	AMZN Mktp US*1H9O60P81 Amzn.com/bill WA	\$35.99	_____
04/13	04/12	6684	AMZN Mktp US*1A9QT4I01 Amzn.com/bill WA	\$22.77	_____
04/25	04/22	8848	AMZN Mktp US*1O0B04AD0 Amzn.com/bill WA	\$27.29	_____
Total for Account				\$695.71	

Transactions		WAKEMAN,SHANNON		Credit Limit \$2500	
Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Purchases and Other Debits					
04/11	04/08	5071	VISTAPRINT 866-207-4955 MA	\$101.59	_____
04/11	04/09	6627	AMZN Mktp US*1H0R66K60 Amzn.com/bill WA	\$99.99	_____
Total for Account				\$201.58	

Continued on Next Page

Transactions **WELCH, TABATHA** **Credit Limit \$2500**

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Other Credits					
04/07		2924	PROV FR CR AVENUE ONLINE # 5516 CREDIT ADJUSTMENT	\$234.90 _{CR}	_____
04/07		2934	PROV FR CR AVENUE ONLINE # 4163 CREDIT ADJUSTMENT	\$150.94 _{CR}	_____
04/07		2944	PROV FR CR AVENUE ONLINE # 6495 CREDIT ADJUSTMENT	\$138.12 _{CR}	_____
04/07		2954	PROV FR CR AVENUE ONLINE # 1162 CREDIT ADJUSTMENT	\$62.15 _{CR}	_____
04/07		3004	PROV FR CR ACADEMY SPORTS + OU # 8470 CREDIT ADJUSTMENT	\$35.96 _{CR}	_____
Purchases and Other Debits					
03/28	03/25	2707	USPS STAMPS ENDICIA 888-434-0055 DC	\$100.00	_____
04/04	04/03	9219	AMZN Mktp US*1H8585LR0 Amzn.com/bill WA	\$13.99	_____
04/04	04/02	7674	ENDICIA STORE 800-576-3279 CA	\$56.49	_____
04/04	04/01	4487	INDEED 203-564-2400 CT	\$75.03	_____
04/14	04/13	8640	USPS PO 4083680269 TILLAMOOK OR	\$70.11	_____
04/15	04/14	9172	HLU*Hulu 1934589740502 HULU.COM/BILL CA	\$69.99	_____
04/18	04/16	1793	CENTER MARKET # 10 BAY CITY OR	\$17.07	_____
04/18	04/16	9921	AMZN Mktp US*1O0KX6X11 Amzn.com/bill WA	\$37.98	_____
04/18	04/16	4396	ENDICIA 800-576-3279 CA	\$24.99	_____
04/18	04/17	3359	Amazon Prime*1A6XB5QW0 Amzn.com/bill WA	\$14.99	_____
04/18	04/15	2165	THE FERN CAFE TILLAMOOK OR	\$44.00	_____
04/18	04/15	3212	AMZN Mktp US*1A5M960H2 Amzn.com/bill WA	\$39.99	_____
04/19	04/19	2083	AMZN Mktp US*1A3VY6170 Amzn.com/bill WA	\$43.96	_____
04/22	04/07	6570	AMZN Mktp US*1A3PF7ZO1 Amzn.com/bill WA	\$40.89	_____
04/25	04/21	0251	PACIFIC RESTAURANT TILLAMOOK OR	\$48.00	_____
			Total for Account	\$75.41	

Transactions **BILLING ACCOUNT ACTIVITY**

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
Payments and Other Credits					
04/11	04/11	9	PAYMENT THANK YOU	\$130.53 _{CR}	_____
04/11	04/11	9	PAYMENT THANK YOU	\$5,672.36 _{CR}	_____
04/11	04/11	9	PAYMENT THANK YOU	\$61.92 _{CR}	_____
			Total for Account	\$5,864.81_{CR}	

Continued on Next Page

2022 Totals Year-to-Date	
Total Fees Charged in 2022	\$3.66
Total Interest Charged in 2022	\$0.00

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

**APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest Rate	Variable	Interest Charge	Annual Percentage Rate	Expires with Statement
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	12.49%	
**PURCHASES	\$1,760.84	\$0.00	YES	\$0.00	12.49%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	24.24%	

Contact Us



Phone
 Voice: 1-866-552-8855
 TDD: 1-888-352-6455
 Fax: 1-866-807-9053



Questions
 Cardmember Service
 P.O. Box 6353
 Fargo, ND 58125-6353



Mail payment coupon with a check
 Cardmember Service
 P.O. Box 790408
 St. Louis, MO 63179-0408



Online
myaccountaccess.com

Tillamook County Transportation District

MONTHLY PERFORMANCE REPORT

MAR 2022

RIDERSHIP BY SERVICE TYPE	MAR 2022	MAR 2021	YTD FY 21-22	YTD FY 20-21	YTD % Change
<u>Dial-A-Ride Service</u>					
Tillamook County	1,093	905	7,928	7,317	8.4%
NW Rides	596	604	4,456	4,246	4.9%
Dial-A-Ride Total	1,689	1,509	12,384	11,563	7.1%
<u>Deviated Fixed Route Service</u>					
Rt 1: Town Loop	3,138	2,912	25,100	24,058	4.3%
Rt 2A: Netarts/Oceanside	235	575	2,969	4,174	-28.9%
Rt 2B: Port of Tillamook Bay	115	0	956	0	#DIV/0!
Rt 3: Manzanita/Cannon Beach	1,549	2,075	13,179	17,417	-24.3%
Rt 4: Lincoln City	753	841	5,660	7,083	-20.1%
Local Fixed Rt Total	5,790	6,403	47,864	52,732	-9.2%
<u>Intercity Service</u>					
Rt 5: Portland	549	429	4,663	3,901	19.5%
Rt 60X: Salem	731	767	5,855	5,261	11.3%
Rt 70X: Grand Ronde	257	301	2,594	2,467	5.1%
Inter City Total	1,537	1,497	13,112	11,629	12.8%
<u>Other Services</u>					
Tripper Routes	26	44	130	352	-63.1%
Special Bus Operations	0	0	1,125	516	118.0%
Other Services Total	26	44	1,255	868	44.6%
TOTAL ALL SERVICES	9,042	9,453	74,615	76,792	-2.8%

ONE-WAY TRIPS BY USER GROUP					
	Fixed		YTD	YTD	YTD %
USER GROUP	Route	DAR	FY 21-22	FY 20-21	Change
General (18 years to 60 years of age)	4,407	270	39,142	41,102	-4.8%
Senior/Disabled	2,432	1,351	30,420	30,304	0.4%
Child/Youth (less than 18 years of age)	596	68	5,053	5,386	-6.2%
Total	7,435	1,689	74,615	76,792	-2.8%
OTHER RIDER CATEGORIES					
	Fixed		YTD	YTD	YTD %
	Route	DAR	FY 21-22	FY 20-21	Change
Ride Connection	63		708	537	31.8%
Tillamook Bay Community College	123		525	1,235	-57.5%
NWOTA Visitor Pass	42		1,033	627	64.8%
NW Rides		509	3,996	3,816	4.7%
Amtrak/Greyhound	108		993	503	97.4%

4/28/2022

03-22 RIDERSHIP REPORT.xlsx

MONTHLY PERFORMANCE

Service Month	Passengers per Hour	Farebox Ratio	Operating Cost per Hour
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Dial-A-Ride Services

Mar-20	1.5	52.6%	84.13
Dec-21	1.5	56.7%	86.44
Jan-21	1.5	46.1%	102.61
Feb-21	1.4	50.0%	94.75
Mar-21	1.5	50.2%	93.06
STANDARD	1.3	65.3%	56.36

Deviated Fixed Routes

Mar-20	3.9	5.3%	84.60
Dec-21	4.4	7.3%	86.47
Jan-21	4.2	5.5%	103.08
Feb-21	4.2	4.0%	95.01
Mar-21	4.3	5.8%	93.46
STANDARD	7.0	12.4%	64.60

Intercity Services

Mar-20	1.7	8.9%	94.93
Dec-21	2.1	11.8%	98.17
Jan-21	2.0	8.7%	118.87
Feb-21	2.0	9.2%	109.71
Mar-21	2.0	9.3%	107.95
STANDARD	2.9	31.5%	72.86

Other Services

Mar-20	2.7	1.5%	72.45
Dec-21	3.3	1.0%	78.64
Jan-21	3.2	0.3%	92.22
Feb-21	3.2	0.4%	84.56
Mar-21	3.2	0.4%	82.84
STANDARD	6.9	10.7%	67.00

Dial-a-Ride includes County-wide DAR, NW Rides, Veterans Transportation

Deviated Fixed Routes: 1 Town Loop, 2A Oceanside, 2B POTB, 3 Manzanita/Cannon Beach, 4 Lincoln City

Intercity Routes: 5 Portland, 60X Coastal Connector, 70X Salem/Grand Ronde

Other Services: Trippers, Special Bus Operations/PC Free Shuttle

QUARTERLY PERFORMANCE

Service Quarter	Passengers per Hour	Farebox Ratio	Operating Cost per Hour	Cost per Passenger
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Dial-A-Ride Services

Winter - 21	1.5	52.6%	84.13	55.62
Spring - 21	1.5	56.2%	81.78	53.89
Summer - 21	1.5	55.2%	88.30	59.85
Fall - 21	1.5	50.1%	95.09	64.93
Winter - 22	1.5	50.2%	93.06	64.11
STANDARD	1.3	65.3%	56.36	45.19

Deviated Fixed Route Services

Winter - 21	3.9	5.3%	84.60	21.42
Spring - 21	4.0	5.6%	82.14	20.52
Summer - 21	4.4	7.7%	88.14	19.94
Fall - 21	4.3	6.2%	95.39	22.15
Winter - 22	4.3	5.8%	93.46	21.98
STANDARD	7.0	12.4%	64.60	9.29

Intercity Services

Winter - 21	1.7	8.9%	94.93	54.44
Spring - 21	1.9	9.3%	94.93	51.05
Summer - 21	2.4	12.7%	100.09	41.19
Fall - 21	2.0	10.0%	108.45	53.06
Winter - 22	2.0	9.3%	107.95	55.10
STANDARD	2.9	31.5%	72.86	24.86

Other Services

Winter - 21	2.7	1.5%	72.45	26.99
Spring - 21	3.0	1.2%	71.30	24.04
Summer - 21	3.3	0.1%	79.95	24.48
Fall - 21	2.6	0.7%	77.66	29.76
Winter - 22	3.2	0.4%	82.84	25.72
STANDARD	6.9	10.7%	55.54	8.28

Year-to-Date Statistics and Performance

Tillamook County Transportation District

Actual FY 2020/2021

Route/Run	Thru Mar 2022			4/18/2022														
	YTD Fare Revenue (\$)	YTD Passngrs	YTD Service Hours	YTD Service Hours	YTD Paid Hours	YTD Service Miles	Mileage Based Costs	Hourly Based Costs (\$)	Direct Cost (\$)	Indirect Costs (\$)	Total Costs (\$)	Hourly Rate (\$)	Passngrs per Hour	Farebox Ratio	Passngr/\$ Subsidy	Average Fare (\$)	Revenue/Service Hour (\$)	
Dial-A-Ride Service																		
Dial-A-Ride	55,260	7,928	3,750	4,662	74,700	56,171	187,430	10,851	81,008	335,460	89.45	2.1	16.5%	0.03	6.97	14.73		
NW Rides	343,900	4,456	4,787	5,935	126,447	95,082	239,233	13,851	110,844	459,010	95.89	0.9	74.9%	0.04	77.19	71.84		
Total DAR	399,160	12,384	8,537	10,598	201,147	151,253	426,663	24,702	191,852	794,470	93.06	1.5	50.2%	0.03	32.23	46.76		
Deviated Route																		
01 Town Loop	23,802	25,100	3,293	3,745	48,859	36,740	164,570	9,528	67,123	277,961	84.41	7.6	8.6%	0.10	0.95	7.23		
2A Netarts/Oceanside	3,962	2,969	1,144	1,355	23,655	17,787	57,164	3,310	24,915	103,176	90.20	2.6	3.8%	0.03	1.33	3.46		
2B Port of Tillamook Bay	964	956	457	502	7,436	5,592	22,830	1,322	9,468	39,211	85.84	2.1	2.5%	0.02	1.01	2.11		
03 Manzanita	20,988	13,179	3,616	4,009	97,447	73,276	183,221	7,949	84,190	348,636	96.42	3.6	6.0%	0.04	1.59	5.80		
04 Lincoln City	11,101	5,660	2,747	3,043	92,407	69,486	137,938	7,314	68,364	283,102	103.05	2.1	3.9%	0.02	1.96	4.04		
Total Deviated Route	60,817	47,864	11,257	12,653	269,805	202,880	565,722	29,422	254,060	1,052,085	93.46	4.3	5.8%	0.05	1.27	5.40		
Intercity																		
05 Portland	46,153	4,663	2,528	2,714	84,466	63,515	133,635	7,314	62,765	267,228	105.72	1.8	17.3%	0.02	9.90	18.26		
60X Salem	16,762	5,855	2,586	3,105	99,710	74,978	136,723	7,483	67,398	286,580	110.82	2.3	5.8%	0.02	2.86	6.48		
70X Grand Ronde	4,618	2,594	1,579	1,973	54,518	40,995	83,487	4,569	39,630	168,681	106.82	1.6	2.7%	0.02	1.78	2.92		
Total Intercity	67,533	13,112	6,693	7,792	238,694	179,487	353,845	19,365	169,793	722,490	107.95	2.0	9.3%	0.02	5.15	10.09		
Other Services																		
Trippers	129	130	45	83	579	435	2,246	130	894	3,705	82.45	2.9	3.5%	0.04	0.99	2.87		
Special Bus Operation	0	1,125	345	394	4,588	3,450	17,227	997	6,899	28,574	82.90	3.3	0.0%	0.04	0.00	0.00		
Total Other Services	129	1,255	390	477	5,167	3,885	19,473	1,127	7,794	32,279	82.84	3.2	0.4%	0.04	0.10	0.33		
Total TCTD Services	527,639	74,615	26,876	31,519	714,813	537,506	1,365,703	74,617	623,499	2,601,325	96.79	2.78	20.3%	0.04	7.07	19.63		
Total Mileage, Labor & Direct Cost										1,977,825								
										31.5%								

Tillamook County Transportation District
FY20/21 to FY 21/22

Year-Over-Year Comparison

Route/Run	Thru Mar 2022			Thru Mar 2022			Thru Mar 2022			Thru Mar 2022						
	20/21 Fare Revenue	20/22 Fare Revenue	Amount Difference	Percent Difference	20/21 Passngs	20/22 Passngs	Amount Difference	Percent Difference	20/21 Service Hours	20/22 Service Hours	Amount Difference	Percent Difference				
		20/21 Total Cost	20/22 Total Cost	Amount Difference	Percent Difference	20/21 Total Cost	20/22 Total Cost	Amount Difference	Percent Difference	20/21 Total Cost	20/22 Total Cost	Amount Difference	Percent Difference			
Dial-A-Ride Service																
Dial-A-Ride	27,784	55,260	27,476	98.9%	7,317	7,928	611	8.4%	3,199	3,750	552	17.3%	255,144	335,460	80,316	31.5%
NW Rides	310,501	343,900	33,399	10.8%	4,246	4,456	210	4.9%	4,447	4,787	340	7.7%	387,993	459,010	71,016	18.3%
Total DAR	338,285	399,160	60,875	18.0%	11,563	12,384	821	7.1%	7,645	8,537	892	11.7%	643,138	794,470	151,333	23.5%
Deviated Route																
01 Town Loop	18,507	23,802	5,295	28.6%	24,058	25,100	1,042	4.3%	3,434	3,293	-141	-4.1%	258,833	277,961	19,128	7.4%
2A Netarts/Oceanside	4,842	3,962	-880	-18.2%	4,174	2,969	-1,205	-28.9%	1,808	1,144	-664	-36.7%	149,706	103,176	-46,530	-31.1%
2B Port of Tillamook Bay	0	964	964	#DIV/0!	0	956	956	#DIV/0!	0	457	457	#DIV/0!	-1	39,211	39,212	#####
03 Manzanita	23,983	20,988	-2,995	-12.5%	17,417	13,179	-4,238	-24.3%	4,946	3,616	-1,330	-26.9%	426,737	348,636	-78,102	-18.3%
04 Lincoln City	12,903	11,101	-1,802	-14.0%	7,083	5,660	-1,423	-20.1%	3,163	2,747	-415	-13.1%	294,146	283,102	-11,045	-3.8%
Total Local Fixed Route	60,235	60,817	582	1.0%	52,732	47,864	-4,868	-9.2%	13,350	11,257	-2,094	-15.7%	1,129,421	1,052,085	-77,336	-6.8%
Intercity																
05 Portland	36,783	46,153	9,370	25.5%	3,901	4,663	762	19.5%	2,656	2,528	-128	-4.8%	243,461	267,228	23,767	9.8%
60X Salem	15,460	16,762	1,302	8.4%	5,261	5,855	594	11.3%	2,447	2,586	139	5.7%	242,241	286,580	44,340	18.3%
70X Grand Ronde	4,175	4,618	443	10.6%	2,467	2,594	127	5.1%	1,566	1,579	13	0.8%	147,373	168,681	21,308	14.5%
Total Intercity	56,418	67,533	11,115	19.7%	11,629	13,112	1,483	12.8%	6,669	6,693	24	0.4%	633,075	722,490	89,415	14.1%
Other Services																
Trippers	358	129	-229	-64.0%	352	130	-222	-63.1%	99	45	-54	-54.7%	7,195	3,705	-3,490	-48.5%
Special Bus Operation	0	0	0	#DIV/0!	516	1,125	609	118.0%	224	345	120	53.7%	16,234	28,574	12,340	76.0%
Total Other Services	358	129	-229	-64.0%	868	1,255	387	44.6%	323	390	66	20.5%	23,429	32,279	8,850	37.8%
Total TCTD Services	455,296	527,639	72,343	15.9%	76,792	74,615	-2,178	-2.8%	27,988	26,876	-1,112	-4.0%	2,429,062	2,601,325	172,262	7.1%

Tillamook County Transportation District
FY20/21 to FY 21/22

Year to Date Performance Comparison

Route/Run	Thru Mar 2022		Thru Mar 2022		Thru Mar 2022		Thru Mar 2022		Thru Mar 2022				
	20/21	20/22	Hourly Rate	Amount/Diff	Passng /Hour	Amount/Diff	Percent/Diff	20/21	20/22	20/21	20/22		
<u>Dial-A-Ride Service</u>													
Dial-A-Ride	79.77	89.45	9.68		2.3	-0.2	-7.6%	10.9%	16.5%	3.80	6.97	3.17	83.6%
NW Rides	87.26	95.89	8.63		1.0	0.0	-2.5%	80.0%	74.9%	73.13	77.19	4.06	5.5%
Total DAR	84.13	93.06	8.94		1.5	-0.1	-4.1%	52.6%	50.2%	29.26	32.23	2.98	10.2%
<u>Deviated Route</u>													
01 Town Loop	75.38	84.41	9.03		7.0	0.6	8.8%	7.2%	8.6%	0.77	0.95	0.18	23.3%
2A Netarts/Oceanside	82.82	90.20	7.39		2.3	0.3	12.4%	3.2%	3.8%	1.16	1.33	0.17	15.0%
2B Port of Tillamook	#DIV/0!	85.84	#DIV/0!		#DIV/0!	2.1	#DIV/0!	0.0%	2.5%	#DIV/0!	1.01	#DIV/0!	#DIV/0!
03 Manzanita	86.28	96.42	10.14		3.5	0.1	3.5%	5.6%	6.0%	1.38	1.59	0.22	15.7%
04 Lincoln City	93.00	103.05	10.04		2.2	-0.2	-8.0%	4.4%	3.9%	1.82	1.96	0.14	7.7%
Total Deviated Route	84.60	93.46	8.86		3.9	0.3	7.6%	5.3%	5.8%	1.14	1.27	0.13	11.2%
<u>Intercity</u>													
05 Portland	91.67	105.72	14.05		1.5	0.4	25.6%	15.1%	17.3%	9.43	9.90	0.47	5.0%
60X Salem	98.99	110.82	11.83		2.1	0.1	5.3%	6.4%	5.8%	2.94	2.86	-0.08	-2.6%
70X Grand Ronde	94.10	106.82	12.73		1.6	0.1	4.3%	2.8%	2.7%	1.69	1.78	0.09	5.2%
Total Intercity	94.93	107.95	13.03		1.7	0.2	12.4%	8.9%	9.3%	4.85	5.15	0.30	6.2%
<u>Other Services</u>													
Trippers	72.61	82.45	9.85		3.6	-0.7	-18.6%	5.0%	3.5%	1.02	0.99	-0.02	-2.4%
Special Bus Operation	72.38	82.90	10.52		2.3	1.0	41.9%	0.0%	0.0%	0.00	0.00	0.00	#DIV/0!
Total Other Services	72.45	82.84	10.40		2.7	0.5	20.0%	1.5%	0.4%	0.41	0.10	-0.31	-75.1%
Total Other Services	86.79	96.79	10.00		2.7	2.8	1.2%	18.7%	20.3%	5.93	7.07	1.14	19.3%

Comparison	YTD Through Mar 2022		
	19/20	20/21	Percent Difference
FY20/21 to FY 21/22			
Description	Amount	Difference	Percent
Mileage	742,436	(27,624)	-3.7%
Mileage Based Costs	507,906	29,600	5.8%
Hourly Based Costs	1,369,203	(3,500)	-0.3%
Direct Costs	551,953	71,546	13.0%
Overhead Costs	-	-	-
Total Costs	2,429,062	2,526,708	4.0%

Special Bus Operation Calculation Cost	
Cost per mile calculation:	
Actual	Plus 10%
45.8%	Plus 10%
Overhead	Profit
Actual	Profit
Hourly Rate	Hourly Rate
Plus Overhead	Plus Overhead
Hourly Rate	Hourly Rate
Plus Profit	Plus Profit
\$ 43.33	\$ 43.33
2.9%	2.9%
\$ 44.57	\$ 44.57
31.5%	31.5%
\$ 58.62	\$ 58.62
10.0%	10.0%
\$ 64.49	\$ 64.49

nwCONNECTOR

Coordinating Committee **Zoom** Meeting

May 13, 2022

10:00 am—12:00 pm

Tillamook County Transit District Office

3600 3rd Street, Tillamook OR






Join Zoom Meeting:

<https://us02web.zoom.us/j/87552290259>

Call In: 1 253 215 8782

Meeting ID: 875 5229 0259

Agenda

10:00— 10:05a	1. Introductions. Welcome to guests.	Doug Pilant
10:05— 10:25a	2. Consent Calendar (Action Items) <ul style="list-style-type: none">  March Meeting Minutes (Attached)  Financial Report  Ridership Tracking 	Doug Pilant/All
10:25— 11:25a	3. NWOTA Standing Items <ul style="list-style-type: none">  Marketing Report Survey Results Updated Marketing Plan Proposal  Open Trip Planner Update 	Juliet Eldred Chris Perry
11:15 – 11:35a	4. NWOTA Columbia Pacific Professionals Service Agreement proposal	Ayreann Colombo
11:35- 11:45a	5. Bus Stop Project Update	Doug Pilant
11:45- 12:00p	6. Other Business and Member Updates	All

Attachments:

April Meeting Minutes
Ridership/Passenger Mile Tracking

NWOTA meetings are open to the public and accommodations will be provided to persons with disabilities. If a sign language interpreter is needed, please call Sarah Lu Heath at 971.328.2877 at least 48 hours prior to the meeting.

www.nwconnector.org



NWOTA Meeting Minutes
Friday, April 8, 2022

Meeting called to order by Chair Doug Pilant 10:03am.

Attending: Paul Lewicki, Cynda Bruce, Brad Dillingham, Arla Miller, Doug Pilant, Natalie Zuercher, Juliet Eldred, Chris Perry, and Sarah Lu Heath.

Consent Calendar: Motion to approve by Paul Lewicki, seconded by Cynda Bruce, passed unanimously.

NWOTA Standing Items:

Marketing Report: Juliet Eldred provided a marketing report showing continued regular growth in Facebook followers. Short discussion about resuming NWConnector marketing efforts. A survey will be sent to the group to garner input.

Open Trip Planner Update: Chris Perry provided some website performance data while Trillium's quest continues to find more usable metrics for the group to track. One available metric was number of site visits by location. It seems like the Salem/Corvallis areas have not been logging as many visits.

Bus Stop Project Update: Confirmation that the grant agreement allows for a sole source bid to cover design, permitting, and build. This should help keep costs down and a cohesive timeline.

FY 2022-2023 Budget Drafting: Chair Pilant presented a draft budget. The group discussed and left line items unchanged. The bus stop grant will come to fruition this year and those costs are accounted for. Marketing the Northwest Connector will also resume with associated line item. The budget was recommended for approval by Cynda Bruce and seconded by Paul Lewicki, the motion passed unanimously.

FMCSA Driver Training Requirements: TCTD reviewed new curriculum compliance and ensured they're meeting requirements before their new driver training classes start. SETD is also in compliance.

Alliance Updates: Benton County is seeing ticket sales increases with their Amtrak agreement. Also noted they have broken their record for most Coast to Valley ridership to date. Lincoln County is still suffering from the labor shortage. Hiring and losses disallow for gains. Sunset Empire Transit District reports a tentative agreement in their collective bargaining agreement. Tillamook County provides an update that their propane fueling station is nearly complete and four vehicles have been delivered.

Meeting adjourned at 12:18

Tillamook County Transportation District
Financial Statement
08 - Northwest Oregon Transit Allia
From 4/1/2022 Through 4/30/2022

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	75%
Resources						
Working Capital	0.00	0.00	0.00	65,000.00	(65,000.00)	0.00%
NWOTA Partner Cont. Match	0.00	0.00	36,000.00	163,121.00	(127,121.00)	22.06%
Transfer From General Fund	0.00	0.00	155,731.00	234,188.00	(78,457.00)	66.49%
Transfer from STIF Fund	0.00	0.00	7,830.00	618,035.00	(610,205.00)	1.26%
Total Resources	0.00	0.00	199,561.00	1,080,344.00	(880,783.00)	18.47%
Expenses						
Materials and Services						
Professional Services	0.00	437.50	2,456.60	5,250.00	2,793.40	46.79%
Administrative Support	0.00	1,666.67	16,915.54	25,000.00	8,084.46	67.66%
Website Maintenance	4,394.70	4,195.83	28,582.30	50,350.00	21,767.70	56.76%
Marketing	4,633.21	3,333.33	9,175.11	40,000.00	30,824.89	22.93%
Website Re-Design	0.00	6,250.00	0.00	0.00	0.00	0.00%
Total Materials and Services	9,027.91	15,883.33	57,129.55	120,600.00	63,470.45	47.37%
Transfers						
Transfer to General Fund	0.00	0.00	3,000.00	3,000.00	0.00	100.00%
Unappropriated Ending Fund Bal	0.00	0.00	0.00	1,400.00	1,400.00	0.00%
Total Transfers	0.00	0.00	3,000.00	4,400.00	1,400.00	68.18%
Capital Outlay						
Capital Purchases						
Bus Stop Signage/Shelters	0.00	0.00	0.00	767,544.00	767,544.00	0.00%
Other Capital Projects	0.00	0.00	149,894.87	187,800.00	37,905.13	79.81%
Total Capital Purchases	0.00	0.00	149,894.87	955,344.00	805,449.13	15.69%

Monthly BOD Report w/YTD Budget & Variance

Tillamook County Transportation District

Financial Statement

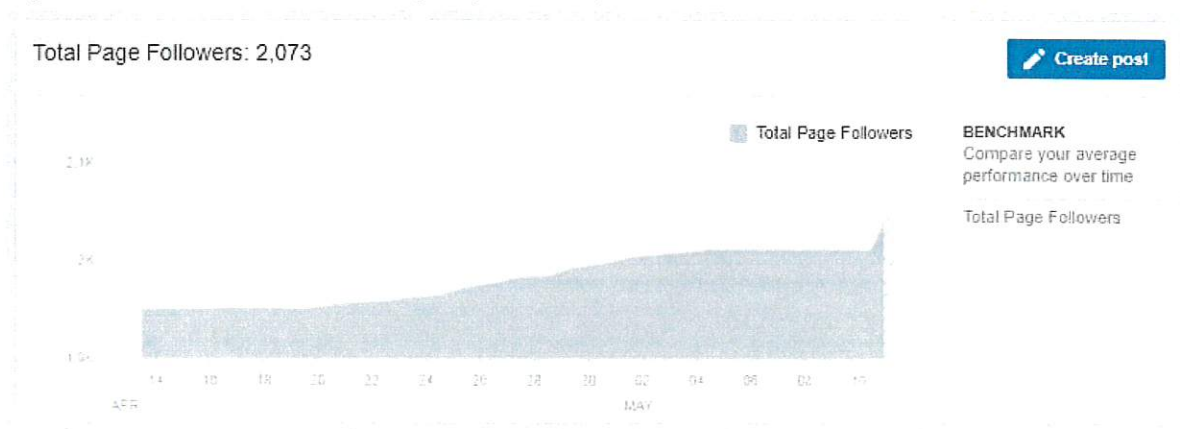
08 - Northwest Oregon Transit Allia
From 4/1/2022 Through 4/30/2022

	Current Period Actual	Current Period Budget	Current Year Actual	Total Budget	Total Budget Variance	75%
Total Capital Outlay	0.00	0.00	149,894.87	955,344.00	805,449.13	15.69%
Total Expenses	9,027.91	15,883.33	210,024.42	1,080,344.00	870,319.58	19.44%

NW Connector Facebook Metrics: April/May 2022

Page Followers

Page Followers as of 05/11/22: 2,073
Page Followers as of 03/31/22: 1,950
Page Followers as of 03/03/22: 1,871
Page Followers as of 02/09/22: 1,793
Page Followers as of 01/10/22: 1,713
Page Followers as of 12/07/21: 1,579
Page Followers as of 11/09/21: 1,449
Page Followers as of 10/06/21: 1,382
Page Followers as of 9/09/21: 1,296
Page Followers as of 7/26/21: 1,063
Page Followers as of 6/17/21: 950
Page followers as of 5/21/21: 733
Page Followers as of 4.15.21: 395
Page followers as of 3.17.21: 348
Page followers as of 2.17.21 (before paid promotion): 305



Ad #1: Promoting Facebook Page

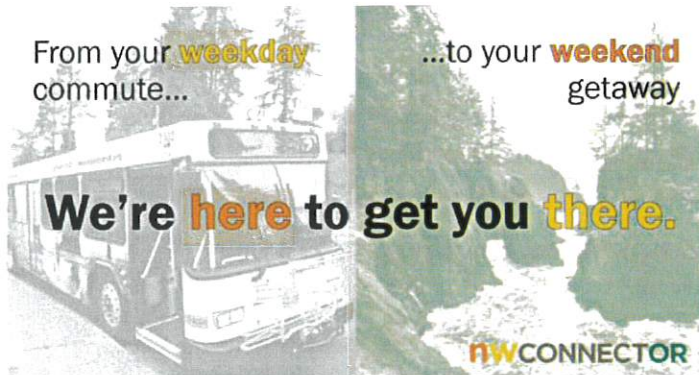
Running from 03/14 through 04/13 at \$10/day

nw NW Connector

November 23 at 1:13 PM · 🌐

The NW Connector's five transit agencies can get you to destinations across Northwest Oregon, including Portland, Tillamook, Astoria, Newport, Corvallis, and more!

Visit our page to learn more about how you can use our services.



NW Connector

The NW Connector is a coordinated regional transit system that includes 5 transit agencies i...

👍❤️ 110

2 Comments

👍 Like

💬 Comment

🔗 Share

Performance

\$219.42 spent over 23 days.

Page Likes

79

Reach

7,494

Cost per Page Like

\$2.78

Activity

Post engagement

176

Link clicks

88

Page likes

79

Post reactions

73

Post shares

10

Post saves

4

Post comments

1

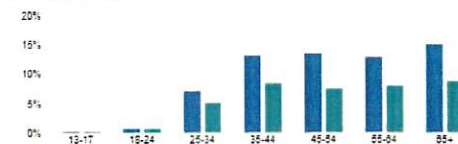
See Less ^

Audience

This ad reached 7,494 people in your audience.

People Placements Locations

61.5% Women 38.2% Men



Audience details

Location - living in

United States: Astoria (+25 mi), Corvallis (+25 mi), Lincoln City (+25 mi), Newport (+25 mi), Portland (+50 mi), Salem (+25 mi), Tillamook (+25 mi) Oregon

Age

18 - 65+

People who match

Interests: Outdoors, transit, Bus, Free public transport or Public transport, Education level: High school grad, Associate degree or Some high school and Industry: Food and Restaurants, Community and Social Services, Farming, Fishing and Forestry or Transportation and Moving

Edit Audience

Ad #2: Promoting NW Connector Website

Running from 03/14 through 04/13 at \$10/day

nw NW Connector
December 5 at 3:35 PM · 🌐

From the Oregon Coast to your daily commute, the NW Connector's five member agencies will get you where you need to go, serving key destinations in Newport, Corvallis, Astoria, Albany, Oceanside and more!

Visit our website to learn more about our services and plan your trip today.

From the **coast...** ...to your **commute**

We're here to get you there.

nwCONNECTOR

NWOREGONTRANSIT.ORG
NW Connector – The Northwest Oregon Transit Alliance [Learn more](#)

👍 4 3 Shares

Performance

\$219.13 spent over 23 days.

Link clicks	📊	Reach	📊	15,912
362		Cost per Link Click	📊	\$0.61

Activity

Post engagement	439
Link clicks	362
Post reactions	54
Post shares	12
Post saves	7
Post comments	4

[See Less ^](#)

Audience

This ad reached **15,912** people in your audience.



Audience details

Location - living in
 United States: Astoria (+25 mi), Corvallis (+25 mi), Lincoln City (+25 mi), Newport (+25 mi), Portland (+50 mi), Salem (+25 mi), Tillamook (+25 mi) Oregon

Age
18 - 65+

People who match
 Interests: Outdoors, transit, Bus, Free public transport or Public transport, Education level: High school grad, Associate degree or Some high school and Industry: Food and Restaurants, Community and Social Services, Farming, Fishing and Forestry or Transportation and Moving

[Edit Audience](#)



Additional Metrics

Page Summary Last 28 days ▾

Export Data 

Results from Apr 13, 2022 - May 10, 2022

Note: Does not include today's data. Insights activity is reported in the Pacific time zone. Ads activity is reported in the time zone of your ad account.

 Organic  Paid

Actions on Page

April 13 - May 10

19

Total Actions on Page ▼17%



Page Views

April 13 - May 10

169

Total Page Views ▼24%



Page Likes

April 13 - May 10

88

Page Likes ▼15%

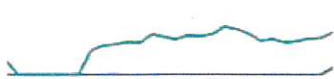


Post Reach

April 13 - May 10

22,319

People Reached ▼13%



Story Reach

April 13 - May 10

Get Story Insights

See stats on how your Page's recent stories have performed

[Learn more](#)

Recommendations

April 13 - May 10



We have insufficient data to show for the selected time period.

Post Engagement

April 13 - May 10

1,206

Post engagement ▼22%



Videos

April 13 - May 10



We have insufficient data to show for the selected time period.

Page Followers

April 13 - May 10

91

Page Followers ▼14%



PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between the Tillamook County Transportation District, hereinafter called "TCTD", serving as Fiscal Agent for the NW Oregon Transit Alliance, and Columbia Pacific Economic Development District, a non-profit corporation of the State of Oregon, PO Box 1535, St Helens, OR 97051, hereinafter referred to as "Contractor" to provide administrative services for the NW Oregon Connector Alliance.

WITNESSETH:

IT IS HEREBY AGREED by and between the parties above-mentioned for and in consideration of the mutual promises hereinafter stated as follows:

1. Effective Date: This Agreement is effective July 1, 2022.
2. Completion Date: The completion date for the Agreement shall be no later than July 31, 2025.
3. Contractor's Services. Contractor agrees to provide the services described in the Contractor's Scope of Services, a copy of which is attached hereto, labeled Exhibit "A" and incorporated herein by this reference. In case of conflict between Contractor's Scope of Services and this Agreement, this Agreement shall control.
4. Consideration. The total amount of this Agreement shall not exceed \$75,000. Contractor shall invoice monthly for work performed at \$85/hour and expenses incurred at cost.
5. Permits-Licenses. Unless otherwise specified, Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary for performance of this Agreement prior to commencement of work.
6. Compliance with Codes and Standards. It shall be the Contractor's responsibility to demonstrate compliance with all applicable building, health and sanitation laws and codes, and with all other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules.
7. Agreement Representatives. Agreement representatives for this Agreement shall be:

Tillamook County Transportation District
Doug Pilant
3600 Third Street, Suite A
Tillamook, OR 97141

Columbia Pacific EDD
Ayreann Colombo
PO Box 1535
St Helens, OR 97051

All written correspondence shall be sent to the above addresses when written notification is necessary. Agreement representatives can be changed by providing written notice to the other party at the address listed.

8. Termination. This Agreement may be terminated by TCTD or Contractor upon thirty (30) days written notice to the other party. In the event Contractor fails to perform the work in a manner satisfactory to TCTD or is in breach of this Agreement, this Agreement may be terminated upon notice from TCTD and a 10-day opportunity to cure. All costs incurred and fees earned by Contractor prior to that termination date shall be paid by TCTD not to exceed the maximum amount stated above and decreased by any additional costs incurred by TCTD to correct the work performed.

9. Independent Contractor. Contractor is engaged hereby as an independent contractor, and will be so deemed for the following purposes:
- A. Contractor will be solely responsible for payment of any Federal or State taxes required as a result of the Agreement.
 - B. This Agreement is not intended to entitle Contractor to any benefits generally granted to TCTD employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by the Agreement to the Contractor are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the Contractor is presently a member of the Public Employees Retirement System).
 - C. Contractor, its subcontractors, if any, and all employers working under this Agreement are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers.
10. Non-Assignment. Contractor shall not assign, subcontract or delegate the responsibility for providing services hereunder to any other person, firm or corporation without the express written permission of TCTD.
11. Reports. Contractor shall provide TCTD with monthly reports about the progress of the project with the information as prescribed by TCTD through the NW Oregon Connector Alliance.
12. Statutory Provisions. Pursuant to the requirements of ORS 279B.220, the following terms and conditions are made a part of this Agreement:
- A. Contractor shall:
 - (1) Make payments promptly, as due, to all persons supplying to Contractor labor or materials for the prosecution of the work provided for in this Agreement.
 - (2) Pay all contributions or amounts due the Industrial Accident Fund from such contractor or subcontractor incurred in the performance of this Agreement.
 - (3) Not permit any lien or claim to be filed or prosecuted against TCTD on account of any labor or material furnished.
 - (4) Pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
 - B. If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to Contractor or a subcontractor by any person in connection with this Agreement as such claim becomes due, ColPac may pay such claim to the person furnishing the labor or services and charge the amount the payment against funds due or to become due Contractor by reason of this Agreement.
 - C. Any laborer employed for more than forty (40) hours in any one week shall be paid at least time and one-half for all overtime in excess of forty (40) hours a week, except individuals who are excluded under ORS 653.010 to 653.268 or under 29 U.S.C., Sections 201 to 209, from receiving overtime.

13. Hold Harmless. Contractor shall be responsible for any and all injury to any and all persons or property caused directly or indirectly by reason of any error, omission or other negligence by Contractor in the performance of this Agreement; and further agrees to indemnify, hold harmless and defend TCTD, its officers, agents, elected officials, and employees from and against all claims, suits, actions, damages, costs, losses and expenses in any manner resulting from, arising out of, or connected with any such injury.
14. Contractor Not An Agent of TCTD. It is agreed by and between the parties that Contractor is not carrying out a function on behalf of TCTD, and TCTD does not have the right of direction or control of the manner in which Contractor delivers services under this Agreement, and does not exercise any control over the activities of Contractor.
15. Partnership. TCTD is not, by virtue of this Agreement, a partner or joint venturer with Contractor in connection with activities carried on under this Agreement, and shall have no obligation with respect to Contractor's debts or any other liabilities of each and every nature.
16. Insurance. At all times during the term of this Agreement, Contractor shall, at Contractor's expense, maintain in force a commercial general liability policy and a comprehensive automobile liability policy. The coverage under each policy must be equal to or greater than the limits for claims made under the Oregon Tort Claims Act with minimum coverage of \$2,000,000 per occurrence (combined single limit for bodily injury and property damage claims) or \$1,000,000 per occurrence for bodily injury and \$600,000 per occurrence for property damage. TCTD and TCTO's officers, employees, and agents will be named as additional insureds on an endorsement to each policy. Contractor shall notify TCTD immediately upon notification to Contractor that any insurance coverage required by this paragraph will be canceled, not renewed or modified in any way.
17. Non-Discrimination. Contractor agrees that no person shall, on the grounds of race, color, creed, national origin, sex, marital status, US military veteran status, disability, sexual orientation, or age, suffer discrimination in the performance of this Agreement when employed by Contractor.
18. Attorney's Fees. In the event an action, suit or proceeding, including appeal therefrom, is brought for failure to observe any of the terms of this Agreement, each party shall be responsible for their own attorney's fees, expenses, costs and disbursement for said action, suit, proceeding or appeal.
19. Non-Waiver. The failure of TCTD to enforce any provision of the Agreement shall not constitute a waiver by TCTD of that or any other provision of the Agreement.
20. Time of the Essence. The parties agree that time is of the essence in this Agreement.
21. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
22. Venue. This Agreement shall be in the district or circuit courts of the State of Oregon for Tillamook County, located in Tillamook, Oregon.
23. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remaining portions hereof.
24. Entire Agreement. THIS AGREEMENT (INCLUDING EXHIBIT A) CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OR TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE

SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. CONTRACTOR, BY THE SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE(S) BELOW, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the dates set forth below their respective signatures.

Tillamook County Transportation District (TCTD)

Columbia Pacific EDD (CONTRACTOR)

By _____
Doug Pilant, General Manager
3600 Third St. Suite A
Tillamook, OR 97141

By _____
Ayreann Colombo, Executive Director
PO Box 1535
St Helens, OR 97051

Taxpayer ID: 93-1178553

Date: _____

Date: _____

EXHIBIT A
Scope of Work

In conjunction with the NW Oregon Transit Alliance (NWOTA) funding partners, Contractor shall be responsible for completing the following NWOTA administrative activities:

1. Manage NWOTA Board meetings, administrative matters and public communications
2. Manage NWOTA professional services and grant contracts
3. Manage NWOTA strategic planning
4. In conjunction with NWOTA funding partners, assist in developing and writing new grant applications and/or funding proposals.

Tillamook County Transportation District
Board of Directors Regular Monthly Meeting
Thursday, April 21, 2022 – 6:00PM
Transportation Building
3600 Third Street, Tillamook, OR
Meeting Minutes



1. Call to Order: Board Chair Mary Johnson called the meeting to order at 6:01 pm.
2. Pledge of Allegiance
3. Roll Call:

Present

TCTD Board of Directors

Mary Johnson, Board Chair
Judy Riggs, Vice Chair
Jackie Edwards, Director
Linda Adler, Secretary (ABSENT)
Marty Holm, Director (zoom)
Gary Hanenkrat, Treasurer
Melissa Carlson-Swanson, Director (zoom)

TCTD Staff

Doug Pilant, General Manager
Tabatha Welch, Finance Supervisor
Natalie Zuercher, Admin Assistant/ Board Clerk
Mike Reed, Operations Superintendent (zoom)
Cathy Bond, NW Rides Brokerage Manager (zoom)

Guests

Arla Miller, ODOT (zoom)
Kathy Kleczek, NTO (zoom)
Chris Kell, TCTD TAC (zoom)

4. Announcements and Changes to Agenda:
5. Public & Guest Comments:
6. Executive Session: Performance Evaluation ORS 192.660(2)

The TCTD Board went into executive session at 6:05 PM and returned at 7:03 PM.

Motion by Dir. Holm to approve increasing the General Manager's annual salary 4% and authorizing a \$4,000 bonus to be deposited into the GM's deferred tax retirement account.
Motion Seconded by Dir. Riggs

Motion Passed

By Directors Hanenkrat, Carlson-Swanson, Adler (ABSENT), Riggs,

REPORTS

Financial Report: Finance Supervisor Welch reviewed the TCTD year-to-date financial report through March 2022. Supervisor Welch explained that TCTD has completed 75% of fiscal year and provided an overview of selected income and expenditures. Supervisor Welch noted that fuel has increased as fuel costs have gone up.

Dir. Riggs asked what the \$4,400 amount in miscellaneous income was on page 2. GM Pilant answered that it was partially insurance credits and insurance reimbursements. Supervisor Welch added that it was also Veteran's grant reimbursement.

7. Service Measure Performance Report: GM Pilant gave the YTD Service Performance Report through February 2022.
 - a. System wide YTD ridership remains flat. DAR are up 6.4% and deviated fix services are down 9%. Intercity services are showing strong increases. Route 5 Banks/North Plains and Amtrak ridership are up. TBCC is down 63.3% past couple months but now that school is open, rides are going up. GM Pilant also wanted to bring attention to DAR services, fare revenue, after fare policy changed is up 104%.
8. Northwest Oregon Transit Alliance: GM Pilant shared updates from the last partner meeting.
 - a. Partners received update on NWOTA marketing plan. NWOTA Facebook page followers continue to increase. Building Willamette Valley rider awareness of transit services to the coast. The rate of increase in Facebook page followers has been slowing down. GM Pilant explained partners postponed the marketing plan when the pandemic started. Committee spent a lot of time reviewing the plan it created. Continued conversation open trip planner costs due and decided to continue committing resources to continue with open trip planner for the next two years.
9. Planning & Development: GM Pilant shared the following updates:
 - a. Staffing plan development continues the development of operational policies and procedures. Working on coordinated plan; Kittelson & Associates completed Tech Memo #1, which is a compendium of the District's previously adopted plans. Staff has a spreadsheet survey of social service agencies that needs to be completed for the inventory of social service transportation needs and services.
10. Grant Funding:

- a. GM Pilant reported the District's TLT grant application \$75,000 was awarded and will be used for the Downtown Transit Center renovation.

11. Facility/Property Management: GM Pilant gave the following updates:

- a. Received insurance reimbursement for the HVAC repair.
- b. The propane fueling facility is almost complete. Electrical wiring in the pump needs to be corrected and the two 2,000-gallon tanks are being shipped next week. Hopefully for the project to be completed by the end of May.
- c. Champion Bus Stop Project is scheduled to move forward beginning the first week of May. Advanced Excavation provided a project schedule and if all goes well the project will be completed by the end of June.
- d. NWOTA Bus Stop Project: Categorical exclusions were approved for the 3 buses stops. Jacob's Engineering is preparing a bid to complete the site designs, permitting and construction management.

12. NW Ride Brokerage: Brokerage Manager Bond shared the following updates:

- a. Phone system is officially implemented and has got good feedback. It has been good after a few hiccups in the beginning. Reported that a brokerage employee gave notice because of the lack of housing and is planning to move back to South Carolina.

13. Miscellaneous:

- a. GM Pilant reported he made arrangements for Heidi Mason to attend the May board meeting to present the proposed employee handbook changes to be presented to the Board.
- b. GM Pilant reported delivery of 4th propane powered vehicle will happen soon. He reported there are supply chain issues clogging up production of vehicles. No chassis or vin for 2 intercity buses ordered in January 2020. Changes in bus industry means no propane powered transit buses, which means we must bid on for diesel powered buses.
- c. GM Pilant explained the lack of new vehicles means the average age and mileage of the fleet will increase and it will be more costly to maintain them too..
- d. GM Pilant said he wanted the board to know he received an email request from a board member requesting the District's electronic copy of the budget. A PDF version of the budget will be loaded onto the TCTD website.

Dir. Hanenkrat asked if the board member was asking for just the electronic one. BC Johnson explained that there was confusion of what the board member was asking for. GM Pilant asked how Dir. Holm handled budgets at TPUD. Dir. Holm replied that PUD provides budget committee members with a PDF copy. GM Pilant replied that he agreed PDF versions are appropriate but not working documents.

CONSENT CALENDAR

14. Motion to Approve the Minutes of March 17, 2022, Regular Board Meeting

15. Motion to Accept the TCTD February 2022 Financial Reports and February 2022 Service Reports

Dir. Hanenkrat explained that there was a mistake on minutes, and he didn't attend by zoom like it showed. AA Zuercher explained that she will fix it for next minutes.

Motion by Dir. Riggs to approve Consent Calendar. *Motion Seconded* by Dir. Holm

Motion Passed

By Directors Hanenkrat, Carlson-Swanson, Adler (ABSENT), Riggs, Holm, Edwards, and Board Chair Johnson.

ACTION ITEMS

16. Motion to Approve the Revised TCTD Policy #4: Providing Charter Services

GM Pilant explained the amended TCTD Charter Policy #4 was done with legal counsel assistance. He said the next steps are for staff to develop a procedure to implement the Policy's exemption process.

Motion by Dir. Holm to Motion to Approve the Revised TCTD Policy #4: Providing Charter Services. *Motion Seconded* by Dir. Riggs

Motion Passed

By Directors Hanenkrat, Adler (ABSENT), Carlson-Swanson, Riggs, Holm, Edwards, and Board Chair Johnson.

17. Motion to Approve the Revised TCTD Policy #29: Training Curriculum for Drivers.

GM Pilant explained the TCTD Policy #29 Training Curriculum for Drivers was done to ensure the TCTD training program meets the requirements of the Federal Motor Carrier Safety Administration's driver training program requirements.

Dir. Riggs asked if this helps having extra training for CDL. GM Pilant explained TCTD training has always met the standards but since the FMCS organizes their training requirements differently that TCTD revised its program to reflect the FMCS training requirements.

Motion by Dir. Edwards to approve Motion to Approve the Revised TCTD Policy #29: Training Curriculum for Drivers. *Motion Seconded* by Dir. Riggs.

Motion Passed

By Directors Hanenkrat, Carlson-Swanson, Adler (ABSENT), Riggs, Holm, Edwards, and Board Chair Johnson.

18. In the Matter of Approving Resolution #22-09 Authorizing the General Manager to Execute a Personal Service Agreement with North Coast Lawn to Provide Lawn Service at the TCTD Administrative Center and Downtown Transit Center.

GM Pilant explained that every few years the TCTD must bid for landscaping services. Two companies submitted bids and North Coast Lawn's bid was the most competitive bid received. The North Coast Lawn agreement is a 3-year contract to not exceed \$33,000.

Dir. Riggs asked if this is who TCTD has been using currently. GM Pilant replied, yes.

Motion by Dir. Riggs to Approve Resolution #22-09 Authorizing the General Manager to Execute a Personal Service Agreement with North Coast Lawn to Provide Lawn Service at the TCTD Administrative Center and Downtown Transit Center. *Motion Seconded* by Dir. Holm.

Motion Passed

By Directors Hanenkrat, Carlson-Swanson, Adler (ABSENT), Riggs, Holm, Edwards, and Board Chair Johnson.

19. In the Matter of Approving Resolution #22-10 Authorizing the General Manager to Execute a Contract with R&W Engineering for Electrical and Mechanical Engineering Services.

GM Pilant explained this personal services agreement is for mechanical and electrical engineering services to complete the design of the Facility and Transit Center Renovation Project. This agreement is not to exceed \$23,500.

Motion by Dir. Holm to Approve Resolution #22-10 Authorizing the General Manager to Execute a Contract with R&W Engineering for Electrical and Mechanical Engineering Services. *Motion Seconded* by Dir. Carlson-Swanson.

Motion Passed

By Directors Hanenkrat, Carlson-Swanson, Adler (ABSENT), Riggs, Holm, Edwards, and Board Chair Johnson.

20. In the Matter of Approving Resolution #22-11 Authorizing the General Manager to Execute a Contract with Marie Mills Center, Inc. for Janitorial Services at the Downtown Transit Center.

GM Pilant Marie Mills is a qualified rehabilitation facility and has a state formula to determine the rates they charge for the janitorial services they perform.

Motion by Dir. Edwards to Approving Resolution #22-11 Authorizing the General Manager to Execute a Contract with Marie Mills Center, Inc. for janitorial services at the Downtown Transit Center. *Motion Seconded* by Dir. Riggs.

Motion Passed

By Directors Hanenkrat, Carlson-Swanson, Adler (ABSENT), Riggs, Holm, Edwards, and Board Chair Johnson.

21. In the Matter of Approving Resolution #22-12 Authorizing the General Manager to Execute a Contract with Marie Mills Center, Inc. for janitorial services at the TCTD Administration and Operations Facility.

GM Pilant explained this is the same process as previous Marie Mills janitorial services bid. Dir. Riggs asked if we must do both because they are two different facilities. GM Pilant replied, yes.

Motion by Dir. Riggs of Approving Resolution #22-12 Authorizing the General Manager to Execute a Contract with Marie Mills Center, Inc. for Janitorial Services at the TCTD Administration and Operations Facility. *Motion Seconded* by Dir. Carlson-Swanson.

Motion Passed

By Directors Hanenkrat, Carlson-Swanson, Adler (ABSENT), Riggs, Holm, Edwards, and Board Chair Johnson.

DISCUSSION ITEMS

22. Staff Comments/Concerns:

GM Pilant: Wanted to thank everyone for their support and thanked staff for all the hard work getting through all the unique challenges faced this past year. Told knock-knock joke.

Operations Superintendent Reed: No jokes so nothing.

Finance Supervisor Welch: No comment.

NW Rides Brokerage Manager Bond: Told an easter joke. Thanked the board for supporting Doug and giving him a raise.

Administrative Assistant Zuercher: Thanked board for being understanding with transition to Administrative Assistant position.

23. Board of Directors Comments/Concerns:

Board Chair Johnson: No comment.

Dir. Riggs: It's been awesome seeing Doug and his growth with the district. Thanked him.

Dir. Adler: (ABSENT)

Dir. Hanenkrat: Thanked everyone for all that they do. Asked about mask requirement. GM Pilant explained that at this time we're not enforcing it.

A. Miller explained that FTA decided they were going with judges in turning down mandate. Department of justice may decide differently.

Dir. Carlson-Swanson: Thanked Doug for 10 wonderful years and thanked staff for consistent and strong work. Explained she has been remote attendee, it's easier with zoom. This has been the best hybrid format she has experienced

Dir. Holm: Agreed with Mis, the virtual meeting technology has been very well done. It's important that things get looked over. Thanked us for having flexibility, better than calling in on phone. Thanked Doug for 10 great years.

Dir. Edwards: Had a good productive meeting and it's nice to see everyone. It's nice to be together as a group again. Thanked Doug for work. Thanked Cathy for recognizing Doug's work.

Adjournment: Board Chair Johnson adjourned the meeting at 8:00 pm.

These minutes approved this 19th day of May 2022.

ATTEST:

Mary Johnson, Board Chair

Douglas Pilant, General Manager

**BEFORE THE BOARD OF DIRECTORS
OF THE
TILLAMOOK COUNTY TRANSPORTATION DISTRICT**

**In the Matter of Authorizing)
the General Manager to Execute)
a Personal Services Agreement)
with Chrissy’s Cleaning Service)**

RESOLUTION NO. 22-13

WHEREAS, Tillamook County Transportation District is in need of Janitorial Services that were described and advertised for public bid on March 4, 2022, by the District’s Invitation to Bid (ITB); and

WHEREAS, Chrissy’s Cleaning Service is a qualified contractor and desires to provide such services, and submitted a bid attached hereto as Exhibit A; and

WHEREAS, based on the quote received, the District recommends purchasing Janitorial Services from Chrissy’s Cleaning Services; and

NOW, THEREFORE, BE IT RESOLVED by the Tillamook County Transportation District Board of Directors:

Authorizes the General Manager to execute a Janitorial Services Agreement with Chrissy’s Cleaning Services in the amount of \$20,000 per year through June 30, 2023.

INTRODUCED AND ADOPTED this 19th day of May 2022.

ATTEST:

By: _____
Mary Johnson, Board Chair

By: _____
Douglas Pilant, General Manager

PROFESSIONAL SERVICES CONTRACT

This contract for professional services is entered into by and between TILLAMOOK COUNTY TRANSPORTATION DISTRICT, a special district of the State of Oregon, hereinafter referred to as DISTRICT, and **Chrissy's Cleaning Services**, hereinafter called the CONTRACTOR to provide the services described in the District's Invitation to Bid (ITB) issued March 4, 2022, and the Proposal Response, which by this reference hereby made part of and incorporated herein. The following provisions shall comprise this contract:

I. SCOPE

This Contract covers the personal services as described in ITB and the Proposal Response. Work shall be performed in accordance with a schedule approved by TCTD. The CONTRACTOR shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The Contract shall commence upon contract execution on July 1, 2022 and continue through June 30, 2023.

II. COMPENSATION

A. TCTD agrees to compensate the CONTRACTOR on a fee-for-services basis as detailed in this Contract. Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent DISTRICT contract and/or purchase order numbers. All charges shall be billed monthly and will be paid net 30 days from receipt of invoice. The maximum compensation authorized under this Contract shall not exceed **\$20,000**.

B. The CONTRACTOR is engaged hereby as an independent contractor and will be so deemed for purposes of the following:

1 The CONTRACTOR will be solely responsible for payment of any Federal or State taxes required as a result of this Contract.

2. This Contract is not intended to entitle the CONTRACTOR to any benefits generally granted to DISTRICT employees. Without limitation, but by way of illustration, the benefits which are not intended to be extended by this Contract to the CONTRACTOR are vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits (except insofar as benefits are otherwise required by law if the CONTRACTOR is presently a member of the Oregon Public Employees Retirement System).

3. If the CONTRACTOR has the assistance of other persons in the performance of this Contract, and the CONTRACTOR is a subject employer, the CONTRACTOR shall qualify and remain qualified for the term of this contract as an insured employer under Oregon Revised Statutes ("ORS") Chapter 656.

C. The CONTRACTOR certifies that, at present, he or she, if an individual is not a program, TCTD, or Federal employee.

D. The CONTRACTOR, if an individual, certifies that he or she is not a member of the Oregon Public Employees Retirement System.

III. FEDERAL CONTRACT SPECIAL CONDITIONS

A. Failure to Perform

TCTD may, subject to the provisions of paragraph (4) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances.

1. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
2. If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failures within a period of ten (10) days (or such longer period as TCTD may authorize in writing) after receipt of notice from TCTD specifying such failure. CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include but are not limited to:
 - Reducing or withholding payment;
 - Requiring the CONTRACTOR to perform, at the CONTRACTORS expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or
 - Declaring a default, terminating the contract and seeking damages and other relief under the terms of the contract or other applicable law.
3. In the event TCTD terminates this contract in whole, or in part, as provided in paragraph (2) above of this clause, TCTD may procure, upon such terms and in such manner as TCTD may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to TCTD for any excess costs for such similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.
4. The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control of and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of TCTD in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather; but, in every case, the failure to perform must be beyond the control of the Contractor and without the Contractor's fault or negligence. The Contractor shall not be liable for excess costs for failure to perform, unless the supplies or services to be furnished were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

5. The rights and remedies of TCTD provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
6. As used in this contract, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

B. Termination for Convenience

This contract may be terminated by either party upon at least thirty (30) days written notice to the other.

C. Compliance with Applicable Law

Contractor shall comply with all federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the Services under the Contract, in effect at the time the Contract is executed and as may be amended, revised, enacted or adopted thereafter. Changes in these legal requirements after the execution of the Contract may or may not be the basis for modifications to Contractor's schedule, scope and fee, depending on a reasonable assessment of the nature of the change, the extent to which the change was anticipated by Contractor or the Parties, and other circumstances then existing.

Without limiting the generality of the foregoing, Contractor expressly agrees to comply with: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990, (iv) Section 306 of the Clean Air Act (42 U.S.C. 1857 (h)); (v) Section 508 of the Clean Water Act (33 U.S.C. 1368); (vi) Executive Order 11738; EPA regulations (40 CFR part 15) and ORS 659.425; (vii) Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3); (viii) Executive Order 11246 entitled Equal Employment Opportunity as amended by Executive Order 11375 and as supplemented in 41CFR chapter 60; (ix) Davis-Bacon Act (40 U.S.C. 3141-3148) as supplemented in Department of Labor regulations (29 CFR Part 5), (x) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5); (xi) Energy Policy and Conservation Act (pub.L. 94-163, 89 Stat. 871); (xii) all regulations and administrative rules established pursuant to the foregoing laws; and (xiii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

DISTRICT's performance under the Contract is conditioned upon Contractor's compliance with, and Contractor shall comply with, the obligations applicable to public contracts and intended for contractors under ORS 279C.520 and 279C.530, which are incorporated by reference herein.

If conflicts are discovered among federal, state and local statutes, regulations, administrative rules, executive orders, ordinances and other laws applicable to the

Services under the Contract, Contractor shall in writing request TCTD to resolve the conflict. Contractor shall specify if the conflict(s) create a problem for the design or other Services required under the Contract.

D. Reporting Requirements

Contractor shall comply with the reporting requirements of TCTD including but not limited to Progress, Status and Performance reports necessary to support progress payments or cost reimbursements.

E. Records Maintenance; Access.

Contractor, and its Subcontractors, shall maintain all fiscal records relating to the Contract in accordance with generally accepted accounting principles. In addition, Contractor shall maintain all other records pertinent to the Contract and the Project and shall do so in such a manner as to clearly document Contractor's performance.

TCTD and the federal government and their duly authorized representatives shall have access, and Contractor shall permit the aforementioned entities and individual's access, to such fiscal records and other books, documents, papers, plans and writings of Contractor that are pertinent to the Contract to perform examinations and audits and make excerpts and transcripts.

Contractor shall retain and keep accessible all such fiscal records, books, documents, papers, plans, and writings for a minimum of 3 years, or such longer period as may be required by applicable law, following final payment and expiration or termination of the Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to the Contract, whichever date is later.

F. Patents; Copy Rights; Rights in Data

Any discovery or invention that arises during the course of the contract shall be reported to TCTD. The Contractor shall promptly disclose inventions to TCTD, within 2 months, after the inventor discloses it in writing to the Contractors personnel responsible for patent matters. The rights in the invention/discovery shall be allocated consistent with "Government Patent Policy" and FAR Part 27. The Contractor shall comply with the requirements and regulations for Copy Rights and Rights in Data pursuant to FAR Part 27.

IV. CONSTRAINTS

The CONTRACTOR agrees:

A. If the services to be provided pursuant to this Contract are professional and/or consultative, the CONTRACTOR shall not delegate the responsibility for providing those services to any other individual or agency.

B. Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract:

1. CONTRACTOR shall:

a. Make payments promptly, as due, to all persons supplying to the CONTRACTOR labor or materials for the prosecution of the work provided for in this Contract.

b. Pay all contributions or amounts due the Industrial Accident Fund from such CONTRACTOR or subcontractor incurred in the performance of this Contract.

c. Not permit any lien or claim to be filed or prosecuted against TCTD on account of any labor or material furnished.

2. If the CONTRACTOR fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the CONTRACTOR or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing TCTD may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the CONTRACTOR by reason of this Contract.

3. The CONTRACTOR shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference.

All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

4. The CONTRACTOR shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or deducted from the wages of the CONTRACTOR'S employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

5. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

6. The CONTRACTOR agrees to indemnify, hold harmless and defend TCTD, its officers, commissioners, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof (including attorney's fees), arising out of or based upon damage or injuries

to persons or property caused by the errors, omissions, fault or negligence of the CONTRACTOR or the CONTRACTOR'S employees or agents.

7. The CONTRACTOR'S failure to perform the scope of work identified or failure to meet established performance standards shall be subject to consequences that include, but are not limited to:

a. Reducing or withholding payment;

b. Requiring the CONTRACTOR to perform, at the CONTRACTOR'S expense, additional work necessary to perform the identified scope of work or meet the established performance standards; or

c. Declaring a default, terminating the Contract and seeking damages and other relief under the terms of the Contract or other applicable law.

8 All subject employers working under the Contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

V. OWNERSHIP

Upon fulfillment of the Contract Terms, DISTRICT will have legal title to, and rights to use the entirety of the documents, images, and data used to create the plan, (collectively referred to as "the work") without limitation. This includes the right to use the work in contexts including, but not limited to: (1) public relations, press releases, or publicity; (2) re-use or modification of the work; and (3) use as a teaching aid or continuing education tool.

VI. INSURANCE REQUIREMENTS

A. COMMERCIAL GENERAL LIABILITY

Required by DISTRICT Not required by DISTRICT

The CONTRACTOR agrees to furnish TCTD evidence of commercial general liability insurance in the amount of not less than \$1,000,000 combined single limit per occurrence/\$1,000,000 general annual aggregate for personal injury and property damage for the protection of TCTD, its officers, commissioners, agents and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. TCTD, at its option, may require a complete copy of the above policy.

B. AUTOMOBILE LIABILITY

Required by DISTRICT Not required by DISTRICT

The CONTRACTOR agrees to furnish TCTD evidence of business automobile liability insurance in the amount of not less than \$1,000,000 combined single limit for bodily injury and property damage for the protection of TCTD, its officers,

commissioners, agents and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. TCTD, at its option, may require a complete copy of the above policy.

C. PROFESSIONAL LIABILITY

Required by TCTD

Not required by TCTD

D. POLLUTION LIABILITY INSURANCE

Required by TCTD

Not required by TCTD

E. Such insurance shall provide sixty (60) days written notice to TCTD in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to TCTD under this insurance. This policy(s) shall be primary insurance as respects to TCTD. Any insurance or self-insurance maintained by TCTD shall be excess and shall not contribute to it.

F. If the CONTRACTOR has the assistance of other persons in the performance of this contract, and the CONTRACTOR is a subject employer, the CONTRACTOR agrees to qualify and remain qualified for the term of this contract as an insured employer under ORS 656. The CONTRACTOR shall maintain employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

G. If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the CONTRACTOR'S insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Contract.

H. The insurance, other than the Workers' Compensation, Professional liability and Pollution liability insurance, shall include TCTD as an additional insured. Proof of insurance must include a copy of the endorsement showing TCTD as a scheduled insured.

I. CONTRACTOR shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by TCTD.

VII. SUBCONTRACTS

The CONTRACTOR shall be responsible to TCTD for the actions of persons and firms performing subcontract work. The CONTRACTOR certifies that the CONTRACTOR has not discriminated and will not discriminate against any minority, women or emerging small business enterprise in obtaining any subcontract.

VII. TERMINATION - AMENDMENT

A. This Contract may be terminated by either party upon at least thirty (30) days written notice to the other.

B. This Contract and any amendments to this contract will not be effective until approved in writing by an authorized representative of the Tillamook County Transportation District, acting as fiscal agent for the TCTD.

C. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

The undersigned, by its signature, agrees to perform the scope of work as described in the Contract documents and meet the performance standards set forth therein. By their signatures below, the parties to this contract agree to the terms, conditions, and content expressed herein.

Chrissy's Cleaning Service
PO Box 81
Garibaldi, OR 97118

Tillamook County Transportation District
3600 Third Street, Suite A
Tillamook, OR 97141

By:

By:

Authorized Signature

Authorized Signature

Name/Title (Printed)

Name/Title (Printed)

Date

Date

**EXHIBIT A
DISTRICT ITB AND CONTRACTOR PROPOSAL**



Tillamook County Transportation District

"Connecting the community through sustainable transit services"

Request for Informal Bids **For Janitorial Services** **March 4, 2022**

Project:

Provide professional janitorial services for the Tillamook County Transportation District (TCTD) administrative and operations facility located at 3600 3rd St., in Tillamook, Oregon. This informal bid process is for the purpose of collecting price quotes from qualified janitorial vendors to provide janitorial services to the District's office spaces, meeting rooms, kitchens and bathrooms. Janitorial services will be coordinated by the TCTD Operations Superintendent and/or Operations Coordinator.

Accepting informal bids/price quotes on the following work:

EVERY WEDNESDAY AND FRIDAY EVENING:

Kitchens: Clean and sanitize sinks, counter tops, splash walls, microwaves, tables and floors.

Bathrooms: Clean and sanitize sinks, counter tops, mirrors, splash walls, paper dispensers, soap dispensers, bathroom stalls doors and handles, toilets (inside and outside), urinals (inside and outside) entry way doors and handles, and floors.

ONCE WEEKLY:

Bus Maintenance Facility Bathroom: clean and sanitize sinks, counter tops, mirrors, splash walls, paper dispensers, soap dispensers, bathroom stall doors and handles, toilets (inside and outside), urinals (inside and outside) entry way doors and handles, and floors.

ONCE MONTHLY:

Wellness Center: clean and sanitize all contact points of machinery and equipment, floors, stairwell, and handrails and railings

EVERY SIX MONTHS:

Detail Kitchen(s): Clean refrigerators, walls, doors

Detail Bathrooms (including Bus Maintenance Facility): Walls, stalls and hinges

Windows: All district facility windows washed (inside and out)

Requisites to submitting price quote:

All contractors and sub-contractors must abide by all Oregon Bureau of Labor & Industries standards for wages and reporting.

Timeline:

All price quotes must be received by March 25, 2022 by 5:00pm. The TCTD Board of Directors will award the contract on April 21, 2022. After notification is given to all bidders the work will be awarded April 22, 2022. The company authorized to perform the work may begin work after July 1, 2022.

Please direct all questions and walk-through requests to Shannon Wakeman, Administrative Assistant by email at swakeman@tillamookbus.com or by telephone at 503-354-8079.

Chrissy's Cleaning Service
PO Box 81
Garibaldi, Oregon 97118
(503)812-0840
cveazie@gmail.com

Informal Job Bid for the 2022-2023 janitorial Services for Tillamook County Transportation District

Our objective is to provide The Transportation district office with janitorial service needs, We are licensed and insured . And we have had the cleaning contract for the building for quite awhile. And we enjoy working with the wonderful staff in the building. We take pride in our work. So the bid goes as follows.

Every Wednesday and Friday evening

Kitchens : clean and sanitize the table tops, chairs, computer area, coffee pots and maker, frigerators inside and out. The microwaves and other appliances. The sink and handles, the trash can tops, and the glass . Vacuum the rugs, sweep the floors and mop. Drinking fountains are sanitized and polished

Bathrooms: Clean and sanitize all contact surfaces which include the door front and back along with the handles. To clean and sanitize the toilets inside and out including their handles as well. The stall doors and walls.Countertops, Mirrors, back splashes, Dust all walls and corners, sanitize the paper towel dispensers touch points.sweep and mop floors.

Once Weekly: Bus Maintenance Facility Bathroom , clean and sanitize the sinks, counter tops, mirrors, back splashes, soap dispensers, bathroom stall doors and handles, toilets inside and out, urinals inside and out,entryway door and handles floors swept and mopped. And rugs vacuumed

Once Monthly: Wellness center, clean and sanitize all contact points of the exercise equipment, floors stairs and handrails .

Every 6 months: detail out the kitchens, clean out the frigerators and freezers. Clean the baseboardsalong the floor, Clean out and reset the drawers and cupboards, The bathrooms clean stall walls and hinges on the doors.

Windows: are done on the building
southside 200.00 3x a year
All windows 350.00 2x a year
inside the whole building 500.00 1x a year
Wellness center 75.00 a month

I propose the cleaning fee to be at 325.00 a week

please feel free to contact me if you have any questions.
We look forward to continue business with you.
Sincerely Chrissy & Curt

EXHIBIT B
INSURANCE CERTIFICATES
(to be supplied at the time of contract execution)

**BEFORE THE BOARD OF DIRECTORS
OF THE
TILLAMOOK COUNTY TRANSPORTATION DISTRICT**

**Authorizing the General Manager to)
Execute TCVA Grant Agreement)
No. FY2022-TLTCF-TCTD)**

RESOLUTION NO. 22-14

WHEREAS, the Tillamook County Transportation District (“District”) was awarded a TLT Tourism-Related Facilities Community Grant from the Tillamook Coast Visitors Association (“TCVA”), which grant is memorialized in TCVA Grant Agreement No. FY2022-TLTCF-TCTD; and

WHEREAS, the funds provided under this Grant were derived from Transient Lodging Tax funds and were designed to be used on tourism-related facilities projects; and

WHEREAS, TCVA approved the District’s application to utilize funds to redesign the District’s Downtown Tillamook Transit Center; and

WHEREAS, the District’s Board of Directors wishes to authorize the General Manager to execute TCVA Grant Agreement No. FY2022-TLTCF-TCTD in the amount of \$75,000 on behalf of the District.

NOW, THEREFORE, BE IT RESOLVED by the Tillamook County Transportation District Board of Directors:

that the General Manager is hereby authorized to accept and execute TCVA Grant Agreement No. FY2022-TLTCF-TCTD in the amount of \$75,000 on behalf of the Tillamook County Transportation District, with the use of such funds to be expressly limited as provided for within the terms of the grant.

INTRODUCED AND ADOPTED this 19th day of May 2022.

ATTEST:

By: _____
Mary Johnson, Board Chair

By: _____
Douglas Pilant, General Manager



May 3, 2022

Visit Tillamook Coast

Tillamook County Transportation District
Doug Pilant
3600 Third Street Suite A
Tillamook, OR 97141

Doug Pilant:

Congratulations! Your application for a TLT Tourism-Related Facilities Community Grant titled "Downtown Tillamook Transit Center Remodel" was awarded funding by the Tillamook Board of County Commissioners. **Your request of \$75,000 was fully funded.** Our offer of this grant is subject to your agreement to:

1. Meet the terms and conditions specified in the Grant Agreement: **FY2022-TLTFCF-TCTD**
2. Turn in the following submittals as outlined in Grant Agreement Exhibit A:
 - a. Provide a copy of the insurance coverage as outlined in #7 of the Grant Agreement
 - b. If indicated below, provide a verification of cash match as outlined in Exhibit A
 - Please provide match documentation for the ODOT grant of \$40,000 that was previously awarded.
 - c. Provide copies of required permits prior to the start of work
 - d. Provide copy of completed Land Use Compatibility Form in Exhibit B
3. Submit Quarterly Progress Reports and Project Completion Presentation as outlined in Exhibit A

Progress Reports	Project Completion Date	BOCC Presentation Due
2022: July 31; October 31 2023: January 31; April 30; October 31; July 31 2024: January 31; April 30; October 31; July 31 2025: January 31	May 1, 2025	August 1, 2025 (or within 90 days of project completion)

If your organization agrees to these terms, please sign the documents enclosed within. A fully signed copy will automatically be emailed to you at dpilant@tillamookbus.com upon completion. We appreciate being able to assist you with your efforts.

Sincerely,

Amy Blackburn
Deputy Director

I certify that I accept the terms outlined in this letter:

Doug Pilant, Tillamook County Transportation District

TILLAMOOK COAST VISITORS ASSOCIATION

TRANSIENT LODGING TAX TOURISM-RELATED FACILITIES COMMUNITY GRANT

This Grant Agreement is made and entered into by and between **Tillamook Coast Visitors Association** (“TCVA”), and **Tillamook County Transportation District** (“Recipient”).

RECITALS

Whereas, in November 2013 Tillamook County voters approved a county-wide transient lodging tax (TLT), which requires that seventy percent (70%) of this tax be used for tourism promotion and tourism-related facilities;

Whereas, the funds provided under this Grant Agreement were derived from TLT funds and designated for use on tourism-related facilities projects;

Whereas, the County, with input from the Tillamook County Tourism Advisory Committee, has reviewed Recipient’s application titled “**Downtown Tillamook Transit Center Remodel**” (the “Application”) and determined the (“Project”), as hereafter defined, is feasible and merits funding.

NOW THEREFORE, the parties agree as follows:

1. Agreement. This Grant Agreement shall include the following, which in the event of any inconsistency are to be interpreted in the following order of precedence:
 - A. This Grant Agreement without any Exhibits;
 - B. Grant Award Letter;
 - C. Special Conditions of Award, attached as Exhibit A & B;
 - D. Recipient’s Application, which by this reference is incorporated herein.

2. Grant. In reliance upon Recipient’s Application and covenant to comply with all local, state and federal laws, rules and regulations as set forth herein, TCVA agrees to provide the Recipient funds in the amount of **\$75,000**, the use of which shall be expressly limited to the Project and the activities described in the Application.
 - A. The use of these funds shall also be subject to the Grant Award Letter modifications, and the Special Conditions in Exhibit A, if any.
 - B. Subject to the terms and conditions of this Grant Agreement, TCVA shall disburse the grant funds to Recipient on a **quarterly expense reimbursement basis after TCVA’s receipt and approval of quarterly progress report and reimbursement invoice with proof of payment and receipts attached to request.**
 - C. Any unused grant funds may not be applied to any expenses outside of the Project budget.

3. Project Completion Date. The approved grant activities must be completed by **May 1, 2025**. By the Project Completion Date, all Project activities must be completed,

including submission of the Project Completion Report that is the attached Exhibit C and all cash requests.

4. Recipient's Covenants – Compliance with Laws.

- A. The Recipient agrees to comply, and cause its agents, contractors and subgrantees to comply, with all applicable local, state and federal laws, regulations, policies, guidelines, and requirements with respect to the use of and the administration, distribution, and expenditure of the funds provided under this Grant Agreement, including but not limited to the following (if applicable):
- (1) The Davis-Bacon Act, as amended, 40 USC 276a to 276a-5; if applicable.
 - (2) When procuring goods or services to be paid for in whole or in part with County funds, the Recipient shall comply with ORS Chapters 279, 279A, 279B and 279C. County's performance under this Grant Agreement is conditioned upon the Recipient's compliance with these provisions. The Attorney General Model Public Contract Rules shall govern procurements under this Grant Agreement unless the Recipient or its public contract review board has adopted its own rules, then those rules shall apply.
- B. The Recipient shall maintain all financial records pertinent to this Grant Agreement in such a manner as to clearly document the Recipient's performance. The Recipient shall retain and keep accessible all such books, accounts, records, reports, files and other papers or property for a minimum of three (3) years from closeout of this grant, or such longer period as may be required by applicable law, or until the conclusion of any audit, controversy or litigation arising out of or related to this Grant Agreement, whichever date is later.
- C. The Recipient will assume all of the responsibilities for environmental review, decision-making and action pursuant to the National Environmental Policy Act of 1969, 42 USC 4321-4370, if applicable.
- D. The Recipient shall be responsible for the operation and maintenance of the project.
- E. The Recipient shall hold legal title to the completed project for at least ten (10) years following project completion, or put in place some other arrangement, satisfactory to the TCVA, which will protect the investment of public funds in this project for a ten (10) year period. Violation of this provision may result in the Grantee returning all or part of the awarded funds that were distributed to the Grantee.

5. Default and Remedies.

- A. Default. Recipient shall be in default under this Grant Agreement upon occurrence of any of the following events:
- (1) Recipient actions are not completed in accordance with the Project Schedule or TCVA's approval of a Progress Report provided for in this Grant Agreement.
 - (2) Any representation, warranty, or statement made by Recipient herein or in any documents or reports relied upon by TCVA is untrue in any material respect when made.
 - (3) Any other significant breach of the terms and conditions of this Grant Agreement.
- B. Remedies upon Default. If Recipient's default is not cured within a reasonable term, as defined by TCVA, or such longer period as TCVA may authorize at its sole discretion, TCVA may pursue any remedies available under this Grant Agreement

either at law or in equity. Such remedies include, but are not limited to termination of this Grant Agreement.

6. Termination.

- A. TCVA reserves the right to terminate this Grant Agreement immediately upon notice to the Recipient:
 - (1) if Recipient fails to perform or breaches any of the terms of this Grant Agreement; or
 - (2) if the Recipient is unable to commence the Project within six (6) months from the date of this Grant Agreement; or
 - (3) if federal or state laws, regulations or guidelines are modified or interpreted in such a way that either the grant made pursuant to the terms of this Grant Agreement or payments to be made hereunder are prohibited.
- B. TCVA and Recipient may mutually agree in writing to terminate this Grant Agreement.
- C. In the event of termination prior to Project completion, TCVA will have no further obligations or liabilities under this Grant Agreement, including that it will not reimburse any Project costs incurred by Recipient.

7. Indemnification. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Recipient shall indemnify, defend, and hold harmless TCVA and its officers, employees, and agents from all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature resulting from, arising out of or relating to the activities of the Recipient or Recipient’s officers, employees, sub-contractors, or agents under this Grant Agreement. Recipient’s indemnifications shall extend to any and all claims arising out of or relating to Grantee’s agreements with a non-government organization sponsored by Recipient and associated with this Grant Agreement, if any.

Recipient shall provide a certificate of coverage at the time of execution of this agreement, indicating proof of insurance coverage with limits not less than the following:

Property Damage:	\$1,000,000 (one claimant)
	\$2,000,000 (all claimants)
Personal Injury or Death:	\$2,000,000 (one claimant)
	\$2,000,000 (all claimants)

Such insurance shall be on an occurrence basis only and be evidenced by a Certificate of Insurance provided to TCVA indicating coverages, limits and effective dates, by an insurance company licensed to do business in the State of Oregon. An endorsement shall be issued by the company showing TCVA as an additional insured on all coverages. The endorsement shall also contain a notice of cancellation provision.

8. Miscellaneous.

- A. This Grant Agreement shall be null and void if this Grant Agreement is not signed, dated, and returned to TCVA by the Recipient by **June 1, 2022**.

- B. TCVA and the Recipient are the only parties to this Grant Agreement and are the only parties entitled to enforce its terms. Nothing in this Grant Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individuals identified by name herein and expressly described as intended beneficiaries of the terms of this Grant Agreement.
 - C. If applicable, recipient shall provide to TCVA, for review and approval of compliance with provision 4.A of this Grant Agreement, all contracts to be entered into between Recipient and contractors pursuant to completion of the Project activities described in the Application.
 - D. Except as otherwise expressly provided in this Grant Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, electronic mail, or mailing the same, postage prepaid, to County or the Recipient at the address or number set forth on the signature page of this Grant Agreement, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing.
 - E. This Grant Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between TCVA and Recipient that arises from or relates to this Grant Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Tillamook County for the State of Oregon; provided however, if a Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
 - F. This Grant Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Grant Agreement. No waiver, consent, modification or change of terms of this Grant Agreement shall bind either party unless in writing and signed by both parties and all necessary TCVA approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of TCVA to enforce any provision of this Grant Agreement shall not constitute a waiver by TCVA of that provision or any other provision.
9. Project Contact.
Doug Pilant
Tillamook County Transportation District
3600 Third Street Suite A
Tillamook, OR 97141
503-842-3115
dpilant@tillamookbus.com

This Grant Agreement is hereby executed by Parties on the dates set forth below.

Dated this ____ day of _____, 2022.

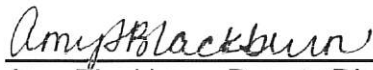
RECIPIENT: Tillamook County Transportation District

Doug Pilant
Tillamook County Transportation District
3600 Third Street Suite A
Tillamook, OR 97141
503-842-3115
dpilant@tillamookbus.com

Dated this ____ day of _____, 2022.

TILLAMOOK COAST VISITORS ASSOCIATION

Nan Devlin, Executive Director



Amy Blackburn, Deputy Director

PO Box 1268
Tillamook, Oregon 97141
503-842-2672
amy@tillamookcoast.com

**EXHIBIT A
SPECIAL CONDITIONS OF AWARD**

1. Required Submittals.

Failure of Recipient to provide the aforementioned submittals may result in Recipient's dismissal of future TLT grant awards.

Insurance Coverage:

- The Recipient shall provide a copy of the insurance coverage as outline in number 7 of this Grant Agreement.

Match verification (if applicable)

- The Recipient shall provide to TCVA verification of secured cash matching funds, as itemized in the application, prior to Recipient incurring expenses for which reimbursement through this Grant Agreement will be requested. Failure to provide this verification may result in non-reimbursed expenses.
 - If matching funds are in cash from the Recipient organization, Recipient must provide a copy of a bank statement showing a fund level adequate to cover the stated cash match.
 - If a third party is providing cash for the match, the Recipient must submit a letter from that party certifying that the party has the cash and will provide the cash to the Recipient or by providing a copy of a fully executed grant agreement with the party.
- TCVA allows for a 25% reduction in the value of secured cash match without TCVA approval. TCVA, with prior approval, may allow for a further reduction.
- TCVA allows for the source of cash match to change without approval.
- TCVA allows for the source and amount of in-kind match to change without approval.

Permits:

- Recipient shall provide documentation of required permits prior to the start of work.

Land Use Compatibility Form – Link in Exhibit B

2. Progress Report and Reimbursement Requests.

Quarterly Progress Reports and reimbursement requests are due by the last day of the month following the close of each quarter for the duration of this Grant Agreement. Progress Reports shall be completed using the template link provided in Exhibit B and are due on the following dates:

2022: July 31; October 31

2023: January 31; April 30; October 31; July 31

2024: January 31; April 30; October 31; July 31

2025: January 31

3. Project Completion Report & Reimbursement Request.

Within 90 days of completing the project, Recipient shall submit a final project report, presentation material, and a final invoice to TCVA for reimbursement. The Project Completion Report shall be completed using the template link provided in Exhibit B. Final reimbursement will not be issued until completion of the BOCC presentation.

4. Project Completion Presentation.

Within 90 calendar days of completing the project, Recipient shall give a presentation to the Board of Commissioners at a weekly board meeting as part of the Transient Lodging Tax (TLT) Tourism-Related Facilities Grant Success Series as outlined on the form link in Exhibit B.

EXHIBIT B

TILLAMOOK COUNTY TRANSIENT LODGING TAX (TLT)
TOURISM-RELATED FACILITIES COMMUNITY GRANT PROGRAM

REQUIRED FORMS

- LAND USE COMPATIBILITY FORM
- QUARTERLY PROGRESS REPORT & REIMBURSEMENT FORM
- PROJECT COMPLETION REPORT & REIMBURSEMENT FORM
- PROJECT COMPLETION BOARD OF COUNTY COMMISSIONERS PRESENTATION OUTLINE & INSTRUCTIONS

1 ORGANIZATION INFORMATION



Organization Name Tillamook County Transportation District

Contact Name Doug Pilant

Title General Manager

Phone Number (503) 842-3115

Email dpilant@tillamookbus.com

Organization Type Transportation Special District

Physical Address 3600 Third St, Suite A, Tillamook, OR 97141

Mailing Address 3600 Third St, Suite A, Tillamook, OR 97141

Property Tax Lot#

Address 204 Laurel Ave, Tillamook, OR 97141

Property Owners *(if different from applicant)*

Name

Address

Phone

Email

Signature

Douglas Pilant

Date

2-15-22

PROJECT CHECKLIST

- ✓ Complete Application #1-9
- ✓ Attach designs, drawings, access points, plans, signage, quotes, estimates as needed
- ✓ **Attach 3 letters of support**
- ✓ Email PDF to grant@tillamookcoast.com by **11:59pm-Tuesday, February 15, 2022**

Preferred delivery format is one combined PDF with all documents in order presented in application. Will accept multiple document attachments as well.

PROJECT OVERVIEW

Project Title Downtown Tillamook Transit Center Remodel

Grant Request

\$ 75,000

Numbers auto-fill from budget

Total Project Cost*

\$ 115,000

Numbers auto-fill from budget

*This number is not required to be different than the grant request.
*Upon award, grant matches will be verified.

2 PROJECT DESCRIPTION

All answers must fit in the space with provided formatting.

Provide a complete description of the project's intended function, design, and structural components. *If relevant, attach a plan view drawing of the facility showing its position on the property with all related parking, driveways, and accessory structures. Also attach any available design drawings, plans, signage, and specifications.*

Tillamook County Transportation District (TCTD) is reimagining the Downtown Tillamook Transit Center, and reenvisioning the impact that a fully staffed Transit Center built with a visitor-centric design can have on the downtown core.

TCTD acquired the Transit Center property from the City of Tillamook in 2021 and immediately embarked on a process of redesigning the space to be a more welcoming, functional hub for visitors to Tillamook County.

The existing footprint of the building will remain the same. The exterior will undergo a facelift to clean the building's appearance, freshen the paint and façade, and increase the protection from the elements that exterior spaces offer. These efforts will result in a more approachable Transit Center that will be a welcoming first-stop for out-of-town visitors and tourists coming to the County via bus.

Other improvements to the exterior of the building include replacing the well-loved "cow bench" with a refreshed edition; replacing a broken light pole to match the rest of the downtown Tillamook fixtures; repairing potholes and other damage to the driveways and walkways of the property; and installation of an attractive yet functional barrier to the building's electric and utility boxes to deter vandalism and unauthorized access.

The interior of the building will undergo a radical redesign which will greet visitors with a more comfortable space, while improving the customer service experience through creation of a dedicated space for TCTD staff. Having a regular staff presence at the Transit Center will provide visitors and users with the chance for trip assistance, tips and suggestions for visiting key points of interest throughout the County, and helpful greetings to begin their visit on a positive note.

Improved visitor amenities will include a self-service coffee station, more well lit and inviting public bathroom areas, digital screens informing waiting passengers of real-time transit schedules and key points of interest in our area, and an improved climate-controlled waiting area thanks to a new HVAC system.

The Transit Center is uniquely positioned in Downtown Tillamook to serve as an inviting gateway to our visitors and tourists. From this location, visitors can easily access the amenities and businesses of downtown Tillamook, or catch public transportation to connect with other cities and attractions throughout Tillamook County.

3 SUSTAINABILITY IMPACT

Answers must fit in the space with provided formatting.

Explain how the project contributes to the five dimensions of sustainable tourism, as defined for Tillamook County as follows:

1. Integrates tourism with our communities in a way that is respectful and functional;
2. Helps provide visitors authentic, place-based, educational experiences;
3. Creates lasting financial and social benefits for locals;
4. Enhances public policies with organizational support and funding; and
5. Contributes to the health and vibrancy of our natural environment.

The Transit Center redeployment will create a sustainable impact on Tillamook County in numerous ways.

From the Transit Center, visitors can easily access affordable public transportation options that connect them directly with every town in Tillamook County. WAVE buses offer low-cost, accessible rides as far north as Manzanita (with service on to Cannon Beach) and as far south as Neskowin (with service on to Lincoln City). WAVE services deliver riders directly into highly touristed areas such as Pacific City and Rockaway Beach. Transfers to and from Portland provide easy access from the valley, or from PDX, to enjoy the Tillamook Coast. Not only does the Transit Center serve as a central hub for these trips, but a redesigned Transit Center would provide opportunities for increased information on area sights, attractions, and amenities, as well as friendly, helpful advice from District customer service staff members.

The opportunity to add digital advertise or well-maintained information racks in the Transit Center help increase visitor education on local experiences and natural resources. Additionally, the design of the Transit Center will celebrate the beauty of the Tillamook community through large windows, a natural color palette, and knowledgeable customer service staff. All of these help prepare visitors for their experience with Tillamook County attractions, which they can access from public transportation directly from the Transit Center.

The Transit Center will be open year-round, and ideally staffed seven days per week. In addition to meeting the other needs addressed in this application, this also provides local businesses and community members with a public restroom to direct people towards.

The Transit Center is owned and operated by Tillamook County Transportation District, which enjoys a reputation as being a good partner with local and regional entities and a good steward of public resources. As a Special District, TCTD has received numerous publicly funded grants that it has used to maintain and expand services. These services connect directly with the Transit Center, which serves as the main connection point for TCTD transportation services.

Public Transportation increases environmental stewardship by decreasing emissions, traffic congestion, and other negative impacts associated with individual vehicles. TCTD routes can all be accessed from the Transit Center and easily move visitors throughout Tillamook County to enjoy sights and experiences while reducing the impacts of additional cars on roadways and parking lots at the more popular destinations. Efficient public transportation allows for greater movement of visitors to our area via a decreased traffic impact on local communities, which also enhances the lives of residents and communities.

4 DESTINATION MANAGEMENT IMPACT

Explain how the project helps achieve the critical pivot to destination management, as defined for Tillamook County as follows:

- Does it help disperse tourism visitation impact across time and geography?
- Does it protect sensitive ecological areas?
- Does it work to avoid congestion and over-use?
- Has it taken into account moderating unintended consequences?
- Does it help the community deal with the impacts of tourism and support its overall management?

The Transit Center serves as a critical piece of destination management for Tillamook County by helping with each of the County's primary objectives.

The Transit Center serves as a central hub for visitors to access various parts of the County. It is where visitors can learn about different attractions, catch public transit to visit the various Tillamook County communities, and can gather information about the schedules of the public transit system. This helps disperse visitors across the geography of Tillamook County. The public transit schedule also assists with dispersal of visitors across different times of the day.

The Transit Center itself is not located in a sensitive ecological area, and thus, improvements to the Transit Center will not present threats to the natural environment. As stated elsewhere in this application, the Transit Center serves as a central hub to disperse visitors throughout the County while reducing vehicle congestion. This reduction in emissions and lowered demand for public parking further protects sensitive ecological areas and helps preserve them for enjoyment for all.

By lowering the amount of cars driving, parking, and burning fuel across the county, TCTD's services lower congestion and over-use of community roadways, parking areas, and helps ensure that private areas are not invaded for overflow parking by tourists. By providing a connection point for visitors traveling from outside the area into Tillamook via public transportation, as well as a park-and-ride style hub for visitors already in Tillamook, the Transit Center helps to more efficiently move visitors around the County.

The redeployment of the Transit Center will help overcome some of the unintended consequences of the current Transit Center. Increased staff presence will help mitigate vandalism and transient individuals from accumulating near the area. The availability of public restrooms will serve as a key resource for downtown visitors and businesses, while maintaining a clean and inviting resource for those who need it. There is significant parking available around the Transit Center for those wishing to leave their car in favor of taking public transportation. TCTD is also working to expand routes throughout the County and beyond, into Lincoln City, Portland, and Cannon Beach, meaning that more trips to and from Tillamook can be taken by public transit and more traffic can be reduced from roadways and parking areas.

The Transit Center's revitalized presence provides the County an opportunity to increase management and dispersal of visitors to our area through coordination of services and promotion of a centralized hub. The Transit Center provides a way to connect visitors with information about preserving our natural resources and scenic areas, while also informing them of what our County has to offer. A well-utilized Transit Center serves as a way to welcome visitors into the community through environmentally friendly transportation options, welcoming customer service staff, efficient use of signage and tourism-related information, and a central connection point to explore what our region has to offer.

5 COLLABORATION & INCLUSION

Answers must fit in the space with provided formatting.

Explain how the project will connect and leverage resources across the County, creating shared value and building new collaborative and inclusive solutions.

The Transit Center will provide a central location to get information in front of visitors to our area. This creates shared value and collaborative solutions by providing local communities, attractions, businesses, and other partners a way to get their message to tourists in an efficient manner.

The Transit Center also serves as a dispersal site for visitors, connecting them with one end of the county to the other through accessible, affordable transportation services. Transit Center staffing will also serve as a starting point for TCTD to offer mobility management solutions, teaching visitors and locals how to access destinations throughout Tillamook County via public transportation.

Enhanced use of public transportation also reduces the strain on local resources such as public parking areas and side streets and other residential areas for overflow parking. Because all TCTD vehicles are equipped with access for wheelchairs and other mobility assistance devices, this also serves as an inclusive way to welcome visitors to our communities and ensure their visit is safe, fun, and welcoming.

TCTD wants to work closely with each community to ensure we are meeting their needs. Examples of community collaboration include TCTD's involvement in the Pacific City-Woods Parking Management Project, and cooperation with the City of Wheeler to relocate the bus shelters in that community.

6 RETURN ON INVESTMENT

Answers must fit in the space with provided formatting.

Explain how the project leverages other resources, including any match or contributions through dollars, labor, donations, or technical assistance.

Explain how this project will provide an economic benefit (e.g. increase jobs, revenues, and/or services) to the applicant and other County businesses or entities. Who will manage the project and what is their project management experience? Who will operate, maintain, and fund the completed project?

(Include additional details in the Work Plan.)

TCTD has received \$40,000 in grant funds from ODOT §5310 to use towards this project. Securing TLT funds will allow TCTD to fully implement its vision of the redesign and improvements to the Transit Center, leveraging both pools of money.

The new Transit Center creates an opportunity for TCTD to add two new full-time positions that will earn a competitive wage and full benefits. These jobs will provide increased customer service for the District, as well as allow for visitors to be greeted and welcomed into town when they step off a bus.

TCTD will manage the project and has undergone several capital projects of this nature, including the District's \$1.1 million administrative facility repair and renovation project in 2018. TCTD receives numerous grants each year to assist with operations and capital expenditures and is a good steward of public funds. TCTD will operate the Transit Center, ensure the project gets to completion, and will maintain the newly improved facilities.

7 PROJECT WORK PLAN

The project work plan highlights key objectives of your application, how you plan to achieve them, and how you intend to measure the impacts.

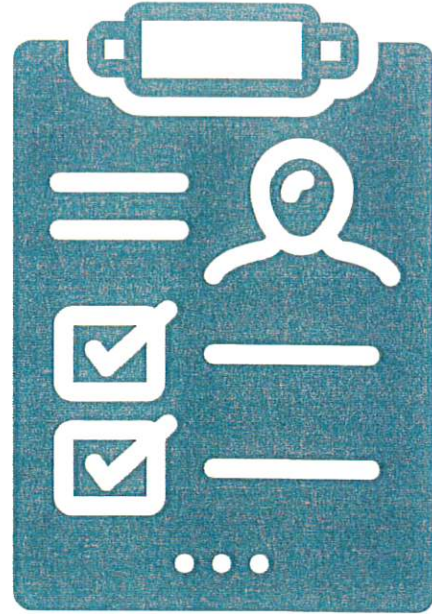
The work plan describes project goals. Each goal further defines the following:

- Budget amount per goal
- Key action steps
- Timeline to complete each step
- Expected outcome for each step
- Evaluation method for each step

Complete the template below. Limited to three goals in the formatting provided. However, not required to use all space provided.

**Verify that 'Budget to Complete Goals' total matches 'Budget Totals'*

\$ 115,000	\$ 115,000
<i>Budget to Complete Goal Total</i>	<i>Budget Total</i>



Goal #1: Remodel Downtown Tillamook Transit Center

Budget to Complete Goal: \$ 115,000

Key Action Steps	Timeline	Expected Outcome	Evaluation Method
Work with Planning Solutions, Inc to complete design process.	December 13, 2021 - March 1, 2022	Have finalized drawings and be ready to go out to construction bid	TCTD project team all signs off on final design.
Construction Bid	March 1, 2022- May 31, 2022	Award construction bid to best and lowest	Evaluation criteria will be included in the construction bid. Winner will be determined by score.
Construction Process	June 1, 2022- December 31, 2022	Completion of redesign of Transit Center	Contract terms fulfilled.

8 PROJECT BUDGET

INCOME	
	BUDGET
Tillamook County TLT-Facilities Grant Request	\$ 75,000
OTHER INCOME	
<i>(Matching amounts are NOT required, but if your project exceeds the grant limits, use this section to add additional funding sources.) All matching funds will be verified prior to funding.</i>	
§5310 ODOT Grant (already awarded)	\$ 40,000
TOTAL INCOME	\$ 115,000

EXPENSES						
Line Item	Description	Tentative Vendor	Estimate Obtained (Yes/No)	Associated with Project Goal #	BUDGET	
1	Design Consultant	Planning Sol	YES	1	\$ 10,000	
2	Construction and Furnishing		YES	1	\$ 105,000	
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
*Total Income should equal Total Expenses					TOTAL EXPENSES	\$ 115,000

9

AUTHORIZATION & CERTIFICATION

Initial in the following authorization and certifications that apply:

AP

I am an eligible applicant and submitted an eligible project. Refer to above grant information for details.

AP

Land Use Affirmation: I have consulted with the local land use jurisdiction to confirm the project is consistent with applicable land use regulations. If a grant is awarded, I understand that I will acquire a completed Land Use Compatibility Form from the local land use jurisdiction prior to and as a condition of the execution of a grant agreement.

AP

Legal Title Affirmation: I understand that legal title to the completed project must be held for at least 10 years following project completion or that some other arrangement, satisfactory to the County, will be put in place to protect the investment of public funds in this project for a 10-year period.

AP

My project fits within eligible use of tourism funds. Applicants will be required to provide information to TCVA to support accountability for use of the funds in compliance with the application requirements for Transient Lodging Taxes as outlined in ORS 320.300.

AP

I agree to enter into a contract with TCVA upon grant approval. TCVA reserves the right to include such additional special conditions or requirements in each contract, as it might deem necessary or desirable to protect the public investment of tax dollars in the project. **Furthermore, I agree to provide progress and completion reports as outlined in the grant award letter and grant contract.** Failure to properly prove use of funds will result in disqualification of reimbursement and subject to repayment of disbursed funds.

AP

I agree to include the Tillamook Coast and Tillamook County logo on all print and digital media and/or mention funding support in press releases, radio outlets, etc in relation to funded project. Logo and branding guidelines will be included with grant contract.

AP

I agree to provide a W9-Request for Taxpayer Identification Number & Certification as needed. I certify that the Federal Employer Identification Number and business type provided in the above application is accurate and the organization is not subject to back-up withholding.

AP

I agree to provide project management and oversight for all phases and ensure operation and maintenance of the project. Applicant activities must be well-documented and completed according to the grant contract timelines and as outlined in the grant application. TCVA's sole responsibility will be to process draw down requests and ensure Grantee's compliance with the grant contract.

AP

I agree to comply with federal, state, and local public contracting rules and regulations, where applicable.

AP

I give permission to TCVA and Tillamook County to use my project for public information, promotional, and educational purposes. Applicants understand that the information supplied throughout the course of the project will be used by TCVA to promote success stories and project deliverables. Information may be released to the media, social media channels, governmental legislative bodies or used in promotional materials intended for public release.

AP

My company has an anti-discrimination policy. The policy states that my company does not discriminate with respect to race, color, creed, sex, age, national origin, disability, religion or sexual orientation and comply with affirmative action programs and all applicable federal, state or local laws.

AP

I agree to provide necessary insurance coverage. Applicants are required to provide insurance coverage in an amount determined by the County to be sufficient.

AP

I agree to hold the County/TCVA harmless for any liens, claims, damages or other liabilities related to the project, and to indemnify and defend the County from any claims, costs, damages or expenses of any kind, including attorney's fees and other costs and expenses of litigation, arising out of the project.

AUTHORIZATION. I certify to the best of my knowledge that all information, contained in this application, including all attachments and certifications, is valid and accurate. I further certify that the application has been reviewed and approved by the authorized owner(s), managers with appropriately delegated authority and/or in accordance with the organization's articles of incorporation or organization.

Signature Douglas Pilant

Date 2-15-22

Printed Name Douglas Pilant

Title General Manager



2021 Board of Directors

Lisa Greiner
Board President

Joanna Stelzig
Board Vice President

Jeff Simpson
Board Treasurer

Natalie Rieger
Board Secretary

Kristin Holleran

Adam Schwend

Shannon Wakeman

Staff

Justin Aufdermauer
Executive Director/CEO

Tammy Samagaio
Office Manager

Ashley Christensen
Special Events Coordinator

Mallory Gruben
Communications Manager

Sayde Moser-Walker
Farmers Market Manager

**Tillamook
Chamber of Commerce**
208 Main Ave.
Tillamook, OR 97141
503.842.7525

www.tillamookchamber.org

February 3, 2022

Tillamook County
Attn: Tourism Advisory Committee
201 Laurel Avenue
Tillamook, OR 97141

To the Tillamook County Tourism Advisory Committee:

I am writing in support of the Tillamook County Transportation District's application for Tillamook County transient lodging tax funds. The transportation district seeks funding to remodel its downtown Transit Center.

The Tillamook Area Chamber of Commerce has been a long-time supporter and partner of the transportation district. As the prominent visitor information center on the Tillamook Coast, we often refer visitors to the Transit Center for public transport or restrooms. We are excited about the transportation district's plans to renovate the center, as we expect it to improve the service and security offered through the facility. The Chamber believes this project exemplifies our focus areas of promoting tourism, enabling business growth and improving the local quality of life.

The downtown Transit Center plays a huge role in welcoming visitors into Tillamook County by way of public transit. The transportation district's buses bring in hundreds of visitors per year from Portland, Cannon Beach, Lincoln City and Salem, among other locations; those buses all stop at the Transit Center. As it stands, the Transit Center is unstaffed and consequently suffers vandalism and a poor reputation for security. Remodeling the building would allow the transportation district to staff the building, providing a human resource for travelers and increasing visual appeal, security and safety for all who come through the Transit Center. Those improvements will help maintain a significant source of tourists, as well as improve the visitor experience. Additionally, the remodel will increase the Chamber's confidence in sending people to look for transit or public restrooms at the Transit Center, because we will know it is an appealing, secure experience for visitors.

The Chamber also expects the remodel to encourage even more tourists to consider using public transport as a way to get to and from Tillamook County, a decision that could ease the traditionally negative tourism impacts that come with increased vehicle traffic and limited parking. This is beneficial for both visitors and local residents, and it promotes a more sustainable impact from tourism.

Travelers that come into Tillamook by way of public transport and the Transit Center will make purchases at local businesses — especially those just a short walk away in downtown Tillamook — and likely visit local organizations, such as the Tillamook County Pioneer Museum right across the street. Improving the appearance and security of the Transit Center will encourage those

building community.

Page 17 of 20

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visitors to spend more time in the downtown district, in turn supporting our local economy and spurring business growth. Moreover, the proximity to beloved community businesses and organizations enhances the place-based experience our visitors have and makes them more likely to practice sustainable visitation practices. They'll get an authentic Tillamook experience, inspiring them to care for the people and places here as if it were a second home.

The Transit Center also serves as a resource and amenity for local families who rely on public transportation for their jobs or general transport. Renovating the building and adding a staff member will improve their experience, thereby enhancing their quality of life.

Tillamook County's support and investment of TLT funds in the Tillamook County Transportation District will improve the downtown Transit Center, causing a positive ripple effect for tourism, quality of life and business growth. For those reasons, the Chamber fully supports this grant application.

Please feel free to reach out with any questions or for clarifications.

Justin Aufdermauer
Executive Director



Tillamook

FARMERS

Market

208 Main Ave.

Tillamook, OR 97141

February 15, 2022

To whom it may concern:

I am writing to support the renovation of the Downtown Tillamook Transit Center. During the summer, I manage the Tillamook Farmers Market on Saturdays. The Downtown Transit Center is the backdrop to our market and plays a vital role in creating a welcoming, appealing place to host the market. It also serves as the only bathroom for both vendors and visitors to the Market and is highly utilized all day long.

During an average Saturday we typically see 2,500-3,000 visitors to the farmers market. Many of these visitors stop by the market trailer for information about Tillamook County and what else can they go do and see during their trip. We are able to supply limited information from the trailer, and having a more robust Transit Center with a full-time staff member will help ensure that visitors get all the information they are looking for. Often times the farmers market is one of their first stops as they roll into town, and therefore the market and the place it encompasses has the opportunity to "put our best foot forward" as a county. A renovation of the Transit Center to create a more visually-appealing and welcoming stop will only enhance the visitor experience and showcase our commitment to providing quality customer service.

As it currently operates, the Transit Center can sometimes become a space for individuals to loiter and leave behind trash and other debris. We do our best when the market is in operation to keep the area outside the Transit Center presentable so that it's not a deterrent for people to visit. We have had a few instances where people outside the Transit Center have become a nuisance for the market and made visitors and vendors feel unsafe. A full-time staff person and a newly-renovated space might help deter this kind of behavior and keep the Transit Center and those using it safe, which will only improve the visitor experience to the market and to the county as a whole.

We are in full support of this project.

Sincerely,

Sayde Walker
Tillamook Farmers Market Manager



SUNSET EMPIRE TRANSPORTATION DISTRICT
900 Marine Drive Astoria, Oregon 97103

February 15, 2022

Tillamook County:

I am in full support of the Tillamook County Transportation District (TCTD)'s application for a Transient Lodging Tax grant.

Their project to remodel the transit center located in Tillamook will create a more inviting and functional facility for the public to utilize. This will also allow them to staff the transit center much like we do in Astoria.

We work closely with TCTD through our membership in the Northwest Oregon Transit Alliance (NWOTA). Together we have streamlined our schedules to make relevant and convenient connections for riders to travel on the coast on the NW Connector. Our model of working together is a nationwide model of how transit agencies should and can work together for the benefit of transit users. The Tillamook Transit Center is a major hub for the NW Connector system and this grant will help further the efforts to reduce greenhouse gas emissions and reduce congestion on the highways.

TCTD works very hard to provide the needed transit services throughout Tillamook County and they are very deserving of this grant.

Jeff Hazen
Executive Director
Sunset Empire Transportation District

**BEFORE THE BOARD OF DIRECTORS
OF THE
TILLAMOOK COUNTY TRANSPORTATION DISTRICT**

**In the Matter of Authorizing the)
General Manager to Purchase)
Two (2) Category B Champion)
Buses from Schetky NW Bus Sales)**

RESOLUTION NO. 22-15

WHEREAS, the Tillamook County Transportation District (TCTD) received two (2) ODOT Public Transit Division (PTD) Section 5311 grants; No. 35116 and No. 35117 to purchase two Category B replacement intercity transit buses; and

WHEREAS, the District solicited quotes from two retailers for the purchase of two (2) intercity buses based on the price agreement the retailers have with the State of Oregon Department of Administrative Services; and

WHEREAS, based on the quotes provided and District's preferred specifications, the District recommends purchasing two (2) Freightliner Champion Defender buses from Schetky NW Bus Sales for \$505,822; and

WHEREAS, purchasing a bus through the competitively bid contract between Schetky NW Bus Sales and the State would provide significant cost savings to the District, would not reduce competition or give favoritism, and would be in the best interest of the District.

NOW, THEREFORE, BE IT RESOLVED by the Tillamook County Transportation District Board of Directors:

that the Board authorizes the General Manager to enter into a contract not to exceed \$505,822 with Schetky NW Bus Sales to purchase two (2) Freightliner Champion Defender Category B, medium size heavy-duty buses.

INTRODUCED AND ADOPTED this 19th day of May 2022.

ATTEST:

By: _____
Mary Johnson, Board Chair

By: _____
Douglas Pilant, General Manager

ODOT PUBLIC TRANSIT VEHICLE PURCHASE

Agency Name: Tillamook County Transportation District	Contact Person: Doug Pilant
Grant Agreement No. 36116 and 36117	Phone No. (503) 842-3115
Date: 5/6/2022	

STATE PRICE AGREEMENT RFQ COMPARISON FORM - LOWEST COST SELECTION

Vehicle Useful Life Category: B	No. of Vehicles To Be Purchased: 2	No. of Regular Seats: 20	No. of ADA Stations: 2
Required Specifications:	<input checked="" type="checkbox"/> From RFQ (attach all RFQ's behind this form) <input type="checkbox"/> Other (Attach list or document)		
Additional Preferred Options:	<input checked="" type="checkbox"/> From RFQ (attach all RFQ's behind this form) <input type="checkbox"/> Other (Attach list or document)		

PRICES QUOTED FROM VENDORS (Insert Vendor Names in Columns Below):

Requested Quotes	Vendor: Creative Bus Sales	Vendor: Schetky NW	Vendor:
Vehicle Make/Model Proposed:	Glaval Legacy / Freightliner S2C	Champion Defender / Freightliner S2C	
Vehicle Base Price:	\$187,715	\$211,830	
Cost of Required Specifications:	\$78,272	\$34,941.14	
Total Vehicle Cost With All Required Specifications:	\$265,987	\$246,771.14	\$0
Cost of Additional Preferred Options (if any - enter zero if none):	\$6,275	\$6,140	
Total Vehicle Cost With Required Specifications and Preferred Options:	\$272,262	\$252,911.14	\$0
Lowest Cost Vehicle Selected:	<input type="checkbox"/> Selected <input checked="" type="checkbox"/> Not Selected	<input checked="" type="checkbox"/> Selected <input type="checkbox"/> Not Selected	<input type="checkbox"/> Selected <input type="checkbox"/> Not Selected
Comments:			

AGENCY SIGNATURE (Required):

Agency Representative (enter printed name and title below)	Phone No. / E-mail address (enter below)
Doug Pilant, General Manager	(503) 842-3115 / dpilant@tillamookbus.com
Signature of Agency Representative:	Date of Signature:

Tillamook County Transit District – Cat B Buses

May 6, 2022

Background

Tillamook County Transit District has received two grants to purchase 2 new Category B (10 year), high floor, heavy-duty, mid-size buses. Grants expire June 30, 2023. The fuel for both buses was designated as Propane.

- **Grant 35116** - Capital 5311 grant funds from ODOT. The grant became effective on July 1, 2021.

Project Title: 5311(f) Tillamook County Transportation District 35116				
<i>TCTD Route 60X: Coastal Connector - Lincoln City-Grand Ronde-Salem.</i>				
Item #1: Bus STD 35ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$220,000.00	\$176,000.00	\$44,000.00	Local

- **Grant 35117** - Capital 5311 grant funds from ODOT. The grant became effective on July 1, 2021.

Project Title: 5311(f) Tillamook County Transportation District 35117				
<i>Coastliner - Tillamook to Portland Intercity Service.</i>				
Item #1: Bus STD 35ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$220,000.00	\$176,000.00	\$44,000.00	Local

Total budget for 2 buses - \$ 440,000

Bid process

Tillamook County Transit District chose to use the current State Price Agreement to purchase the buses. RFQ specifications were written for Propane fueled bus. ODOT approval was obtained and RFQ's were sent on 2/2/2022 to the State approved vendors in the B Category – Schetky NW and Creative Bus Sales. RFQ's were due back on 2/23/2022. Both vendors sent back emails that they could not meet the specifications as listed. An investigation found that the new 7.3L gas engine, required for propane conversion, was passed thru for Altoona (from previous 6.8L). However, the propane conversion has not been tested for 10 years (Cat B). So, no propane conversion is available at this time.

ODOT was informed and grant amendments were obtained to change to diesel fuel. The RFQ specs were re-written for a diesel engine. RFQ was again ODOT approved and sent to vendors. Due date was 4/22/2022. A vendor requested extension was granted to 5/6/2022.

Two RFQ responses were received on 5/6/2022 in the time specified. Bid pricing is as follows:

Vendor	Required Specs	Extended x 2 buses	Extended Preferred Options chosen below	TOTAL with ALL OPTIONS chosen
Schetky NW – 19 + 2	\$246,711	\$493,422	\$6140 each	\$252,911
Creative Bus – 19 + 2	\$265,987	\$531,974	\$6275 each	\$272,262
Both bids exceed the grant amount with required options only. Grant amount \$ 440,000				

Preferred Options	Schetky NW	Creative Bus
1. Tillamook graphics to be printed and installed by Gillespie Decals at vendor location before delivery	\$5,150	\$5,485
2. USB Ports throughout bus for cellphone charging stations	\$990 for 11 port	\$790
TOTAL FOR ALL OPTIONS	\$6140	\$6275

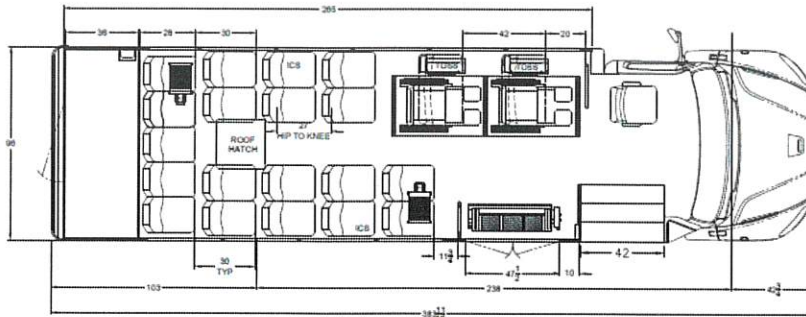
*CBS chose to include the extended warranties as standard.

Both bids met the required specifications and include the required forms (signed).

Both bus bodies are offered on the 2023 Freightliner S2C chassis.

Chassis specifications are identical.

Floorplans are identical for both vendors as both are built by Forest River –



Wheelchair positions will be 30" x 52" & shown with 36-inch deep luggage compartment.

Conclusion: SNW is low price meeting all specs as required.