



**Sunset Empire Transportation District**  
**BOARD OF COMMISSIONERS**  
**BOARD MEETING AGENDA**  
**THURSDAY JULY 25, 2024**  
**9:00 AM**  
**900 MARINE DR, ASTORIA, OR**

<https://us02web.zoom.us/j/5148435264>

**1 253 215 8782**

**AGENDA:**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ELECTION OF OFFICERS (Chairperson, Vice-Chairperson, Secretary/Treasurer)
5. CHANGES TO AGENDA
6. PUBLIC COMMENT (3-minute limit)
7. APPROVAL OF BOARD MEETING MINUTES
8. REPORTS FROM CHAIR AND COMMISSIONERS
9. FINANCIAL REPORTS
10. CONTINUED BUSINESS
  - a. Executive Director Evaluation and Compensation
  - b. Approval of Updated Employee Policies-RESOLUTION 2024-02
  - c. Pacific County Interlocal Agreement- Update
11. NEW BUSINESS
  - a. COMMITTEE ASSIGNMENTS
    - i. Transportation Advisory Committee
    - ii. Northwest Area Commission on Transportation
  - b. Discuss Board Meeting Date and Times
  - c. November/December Board Meeting Date
  - d. SETD Holiday Party
12. CORRESPONDENCE
13. EXECUTIVE DIRECTOR REPORT
14. LEADERSHIP TEAM REPORTS
15. ADJOURNMENT



**Sunset Empire Transportation District  
Board of Commissioners  
June 27, 2024, 10:00 AM  
Draft Board Meeting Minutes**

1. CALL TO ORDER: Chair Debbie Booth-Schmidt called the meeting to order at 10:00 AM.
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL: Present: Chair Boothe-Schmidt, Vice Chair Tracy MacDonald, Secretary/Treasurer Pamela Alegria, Commissioner Paul Lewicki, Commissioner Charles Withers, Commissioner Rebecca Read and Commissioner Guillermo Romero Excused.

Staff- Operations Officer Jennifer Geisler, Executive Assistant Mary Parker, Finance Officer Kelly Smith, Human Resources Sue Farmer, Mobility Manager Jason Jones

4. CHANGES TO AGENDA- Board Chair Debbie Boothe-Schmidt requested the removal of Executive Director Evaluation from this month's agenda and will move it to next month. Operations Officer Jennifer Geisler added an Interlocal agreement from Pacific Transit. Chair Boothe-Schmidt placed the Interlocal agreement under New Business "a." Operations Officer Geisler also added National Rural Transit Day information to the agenda. Chair Boothe-Schmidt added the Rural Transit Day Information under New Business "c."  
Commissioner MacDonald moved to approve the amended agenda.  
Commissioner Alegria seconded the motion.  
Motion was approved by unanimous aye vote of all commissioners.
5. PUBLIC COMMENT- None
6. REPORTS FROM COMMISSIONERS- Board members reported on their current activities, committee meetings and training courses they have attended. There was discussion and a request that SETD staff contact the owner of the sign on top of the transit center to request that they clean up the back side of the sign.
7. APPROVAL OF THE MAY 23, 2024, BOARD MINUTES (08:28)  
Commissioner MacDonald moved to approve the May 23, 2024, Board Minutes  
Commissioner Lewicki seconded the motion.  
Discussion- Commissioner Alegria said she would give Mary spelling corrections.  
Motion passed by unanimous Aye vote.
8. FINANCIAL REPORT- Kelly reported that there is over \$250,000 in the Lewis and Clark Bank so she called the auditor and since Lewis and Clark Bank is on a qualified depository list with the state, so we do not have to make any changes because Lewis and Clark Bank has additional insurance. Kelly also reported that the auditor is working on the 2023 taxes, and we have received our ODOT reimbursements in May. Commissioner Alegria requested that the financial reports should have a footnote that explains they are not accurate due to the program we are using. Chair Boothe-Schmidt said that this information has been discussed many times and is in all of our meeting minutes. Kelly said that when John came and did our training, he explained that the numbers we really need to look at are our income and expenses and that our income coming in makes sense and what we are expending is within our budget. The balance sheet included in the financial report is only included because ODOT requires it and is not from which to gain knowledge. Kelly said she will be finding a new system in the new fiscal year. The June Financial report was entered into the minutes.

9. BUDGET HEARING-(17:40) Chair Debbie Boothe-Schmidt opened the 2024-2025 SETD BUDGET HEARING AT 10:18 AM. There were no public comments made. Chair Debbie Boothe-Schmidt closed the SETD BUDGET HEARING AT 10:19 AM. Chair Boothe-Schmidt asked if the Budget Officer had any comments or changes to the budget. Kelly read a memo summarizing the 2024-2025 Budget process and thanking the Budget Committee for their time and commitment.

Commissioner MacDonald moved to approve the Sunset Empire Transportation District 2024-2025 Budget of \$5,726,633

Commissioner Paul Lewicki seconded the motion.

Discussion- Commissioner Withers invited the budget committee to continue watching the Financial Reports that are available in the monthly Board Meeting Packs. Commissioner Withers said he appreciated the work the Budget Committee had done and the more eyes on the reports the better. There was Board discussion and was requested that a follow-up thank-you note be sent to the Budget Committee.

Name	Boothe-Schmidt	MacDonald	Nino	Alegria	Withers	Read	Romero	
Aye	x	x	x	x	x	x		
Nay								
							Excused	

Aye- 6  
Excused-1  
Motion passed.

Commissioner Lewicki moved that the SETD Board of Commissioners approve and adopt property taxes for the 2024-2025 fiscal year at a rate of \$0.16.2 Cents per thousand assessed values for the permanent tax levy.

Commissioner MacDonald seconded the motion.

Discussion- None

Name	Boothe-Schmidt	MacDonald	Nino	Alegria	Withers	Read	Romero	
Aye	x	x	x	x	x	x		
Nay								
							Excused	

Aye-6  
Excused-1  
Motion passed.

Approval of SETD Resolution 2024-01- Chair Boothe-Schmidt read Resolution 2024-01 for approval of the 2024-2025 SETD Budget.

Commissioner Withers moved to approve Resolution 2024-01

Commissioner MacDonald seconded the motion.

Discussion- None

Name	Boothe-Schmidt	MacDonald	Nino	Alegria	Withers	Read	Romero	
Aye	x	x	x	x	x	x		
Nay								
							Excused	

Aye-6  
Excused-1  
Motion passed.

## 10. CONTINUED BUSINESS-

- a. Board Policy Approval- (31:32) Commissioner Read reported that there were 2 Board policies that need to be removed from the list of policies recommended for approval. Policies to be removed were B304 and B312.

Commissioner Read moved to adopt Board Policy's B307, B310, B311, B601, B704 and B705. Vice Chair MacDonald seconded the motion.

Discussion- Commissioner Withers commented that this is something that can get stagnant and just sit around, but the fact that the committee will be meeting regularly is good. Chair Boothe-Schmidt said we agree with that and have talked about doing work sessions in the future where we just go over policies, so we know we have them and what they say? Commissioner Lewicki commented on B307 saying it is good to have a policy, but the question remains at the end of the last line and what then? Paul said if the board does not have the authority to remove somebody from a position and moreover if we were to tell a commissioner to submit a written document as to know why they have not attended. What if they do not do it? We have no enforcement, and the policy implies that we do, and the Board needs to know that we do not, but if everybody is fine with that, then I can be fine with that. Paul commented on B601 it says in the last sentence the district is committed to complying with requirements as well as the spirit of the law and values public participation in its meetings. Paul said we have run into situations here where we have had public comment to which the board has responded and we have got into discussions which we really shouldn't have during the General Session, I wonder if participation is the right word or if access would be a better word because we fail sometimes to regulate that part ourselves saying participation almost encourages or implies a 2 way conversation. There was discussion about what is required and the benefit of having a conversation or responding to questions on occasion might be what we want. Debbie said if we had not answered any of the questions or responded when we had the meeting with all the people here and signed the first \$500,000 loan, I think that it would have been a bad idea. Commissioner Withers said he agreed with Paul because we are elected and the only way I believe we can be taken out of office is by recall and no one is going to do that, but we should bring it up and say their participation is expected and a main requirement of being on the board.

Commissioner Lewicki said under definition it says that the board may deliberate for a decision on a matter or a subcommittee. Paul suggested it be committee or subcommittee.

B 310-Commissioner Alegria said in #4 general direction should be changed to policies.

B 311- No change

B 601- Go back to committee- Change info in Purpose, Application, Definition, Exemptions, Minutes

B 307- No change

B 704- No change

B 705- Go back to committee. Wordsmith first sentence.

B-304-No change

Amended Motion-

Chair Boothe-Schmidt made an amended motion to approve Board policies B307, B310, B311 and B704.

Vice Chair MacDonald seconded the motion.

Discussion- Pam will give Mary punctuation corrections for policies.

Motion passed BY UNANIMOUS AYE VOTE. .

CORRECTION OF B304- (1:06:16) Secretary/Treasurer Alegria said that the Board approves the Board meeting minutes so she does not understand why she would be responsible for the

authentication of the minutes in chronological order since she does not do that. Commissioner Lewicki said it is kind of like being a notary, somebody has to say I have looked at the minutes, even though the board has already voted but it is like a seal. You have looked at the minutes as the secretary who is responsible and signed your name. It is protocol for boards. Commissioner Alegria said that she does not get the minutes immediately so cannot remember what happened and does not feel qualified that the minutes are actually correct. The board approves them so why does the secretary have to sign them? Commissioner Lewicki agreed with Commissioner Alegria and discussed the benefits of receiving the minutes within a week. There was further discussion about only having a few days to complete an action item if board packs are given out on Friday and pack is not viewed until Monday. Paul noted since we have zoom recordings and transcription it should make it easier, however SETD does not have transcription programing. Commissioner Read said it would be helpful, but we have to be mindful of Mary’s ability to get the minutes out in that time frame. Commissioner Read agreed that it is protocol to have the Secretary sign the minutes and would like to keep that. Chair Boothe-Schmidt said she did not think other commissions or councils do not get their minutes any earlier than we do if not later. There was more discussion about taking your own responsibility to take care of the action items or they are discussed at the end of the meeting and added to your own notes. Commissioner Withers suggested that the Board listen to the recording of the meeting because it contains everything and meeting minutes were never intended to cover everything. Chair Boothe-Schmidt said we will send B304 back to the committee and send B312 back to the committee.

Mary read from the Oregon Attorney General’s Public Meeting Manual about meeting minutes and that they usually take 3 weeks to complete.

11. NEW BUSINESS

- a. Pacific Transit Interlocal Agreement – (1:11:00) Operations Officer Jennifer Geisler read the proposed agreement. Jennifer explained that the dialysis center in Tillamook and Longbeach have closed so the Astoria dialysis center is the next closest for Longbeach patients. Pacific Transit is asking to be able to come across the bridge and make fixed route and curb to curb stops in Astoria for dialysis patients being transported to the Astoria Dialysis Center. Jennifer said this has already been taking place.

Vice Chair MacDonald moved to approve the Pacific Transit Interlocal Agreement and authorize the Board Chair to sign.  
 Commissioner Lewicki seconded the motion.  
 Discussion- Commissioner Lewicki suggested that the names are checked, and dates and signatures are correct.

Name	Boothe-Schmidt	MacDonald	Nino	Alegria	Withers	Read	Romero	
Aye	x	x	x	x	x	x		
Nay								
							Excused	

6- Aye  
 1-Excused  
 Motion passed.

- b. EMPLOYEE SURVEY-(1:18:25)- Operations Officer Jennifer Giesler explained that Executive Director Johnston had wanted to do an employee survey and gave an overview of the results. Jennifer said it will be also reviewed in one of the next Team meetings. There was discussion about the survey being done

annually and the board receiving follow-up on the survey as well. Commissioner Lewicki asked if this was anonymous, and Jennifer said no.

- c. RURAL TRANSIT DAY- Operations Officer Jennifer Giesler said that Rural Transit Day will be on July 16<sup>th</sup>. There will be free bus fare all day on all routes, refreshments at the Transit Center and a Barbeque at Operations for staff.

Commissioner Read moved to have Rural Transit Day Fare free.  
Commissioner MacDonald seconded the motion.  
Discussion- None

Name	Boothe-Schmidt	MacDonald	Nino	Alegria	Withers	Read	Romero	
Aye	x	x	x	x	x	x		
Nay								
							Excused	

Aye- 6  
Excused-1  
Motion passed.

- 12. CORROSPONDENCE- (1:36:00) Executives Director Boothe-Schmidt read correspondence included.  
Chair Boothe-Schmidt read a letter from budget members, Jim Alberg and Mary Ann Brandon. An email from County Planner Jake Blake was also read.

- 13. EXECUTIVE DIRECTOR REPORT
- 14. LEADERSHIP TEAM REPORTS
- 12. ADJOURNMENT (1:59:55)

Chair Boothe Schmidt Meeting adjourned meeting at 12 NOON Mary Parker, Recording Secretary

Secretary/Treasurer \_\_\_\_\_ Date \_\_\_\_\_  
Diana Nino

## Sunset Empire Transportation District

<b>Available Balances as of 07/15/2024 (Cash on Hand)</b>	
General Checking:	\$ 76,493.96
Payroll Account:	\$ 4,107.67
LGIP:	\$ 863,464.75
ODOT Loan Funding:	\$ 201,661.57
STIF:	\$ 464,271.14
Contingency:	\$ 418,538.87
<b>Total Funds Available:</b>	<b>\$ 2,028,537.96</b>

<b>Monthly (Actual &amp; Projected) Expenditures:</b>	
AP Week of 07/02/2024 **Funds are already removed from above numbers**	\$ 41,264.40
<b>Projected</b> AP Week of 07/15/2024 **Funds are already removed from above numbers**	\$ 54,000.00
Payroll 07/12/2024 w/Taxes **Funds are already removed from above numbers**	\$ 62,657.83
<b>Projected</b> Payroll 07/26/2024 w/Taxes	\$ 61,500.00
<b>Total Expenditures:</b>	<b>\$ 219,422.23</b>

<b>OTIB Loan 5/1/2024</b>	
Total w/Interest & Fees:	\$1,027,242.98
Interest Payment:	\$24,454.00
Principle Payment:	\$211,356.00
<b>Balance Due:</b>	<b>\$791,432.98</b>

<b>Statement of Activity Exceptions:</b>	
<b>4605-Other Income:</b>	COBRA Fees, Lamintating fees Employee Reimb - Used District CC by Mistake SDOA MM Internship Grant
<b>6010-6210-Wages/Taxes/Benefits:</b>	Intern
<b>8020-B&amp;M:</b>	Light Fixtures - TC
<b>8031-Online Sub/IT Services:</b>	Angeltrax - Bus IT Support
<b>8040-Utilities:</b>	May & June are both posted to June
<b>8090-Dues/Subscriptions:</b>	RTA Software for FY25
<b>8180-Shop Supplies:</b>	Emerald Recycling - Recycle/Dispose Use Fluids

<b><u>ODOT Grants</u></b>				
Grant #	Total	Amt Used		Amt Remaining
5311	\$ 1,550,045.00	\$ 499,840.00	\$	1,050,205.00
5310	\$ 323,187.00	\$ 35,651.00	\$	287,536.00
5339	\$ 612,000.00	\$ -	\$	612,000.00

<b><u>Reimbursements Requested</u></b>			
Grant #	Date Req	Amount	Date Received
5311	5/13/2024	\$ 168,311.00	5/30/2024
5310	5/13/2024	\$ 22,210.00	5/23/2024
5339	N/A	\$ -	

**Follow-up:**

**Profit & Loss Budget Performance**

**June 30, 2024**

Month 12 = 100% of Annual Budget **Black** = BETTER THAN/ **Red** = WORSE THAN

	<u>M-T-D</u>	<u>M-T-D</u>		<u>Y-T-D</u>	<u>Y-T-D</u>		<u>Annual</u>	<u>YTD Act to</u>
	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Budget</u>	<u>Annual</u>
								<u>Budget %</u>
<u>Income</u>								
4010 FIXED ROUTE FARES	8,359.73	3,800.00	4,559.73	67,582.81	41,900.00	25,682.81	41,900.00	161.30%
4021 MEDICAID FARES - IGA	0.00	0.00	0.00	1,135.00	0.00	1,135.00	0.00	0.00%
4022 PARATRANSIT FARES	1,176.00	500.00	676.00	15,568.05	8,100.00	7,468.05	8,100.00	192.20%
4110 NW NAVIGATOR	309.42	150.00	159.42	4,321.07	1,850.00	2,471.07	1,850.00	233.57%
4130 OTHER-VENDING	0.00	0.00	0.00	199.67	150.00	49.67	150.00	133.11%
4205 PROPERTY TAXES	26,150.61	5,500.00	20,650.61	1,210,684.11	1,000,000.00	210,684.11	1,000,000.00	121.07%
4206 PRIOR YEAR TAXES	2,252.72	1,000.00	1,252.72	24,600.09	24,700.00	(99.91)	24,700.00	99.60%
4207 PROPERTY TAX INTEREST	70.87	20.00	50.87	970.20	300.00	670.20	300.00	323.40%
4210 LAND SALES/US FISH & WILDLIFE	0.00	0.00	0.00	158.45	0.00	158.45	0.00	0.00%
4310 TIMBER SALES	0.00	0.00	0.00	264,559.75	250,000.00	14,559.75	250,000.00	105.82%
4315 MASS TRANSIT ASSESSMENT	0.00	0.00	0.00	132,959.55	90,000.00	42,959.55	90,000.00	147.73%
4410 BILLBOARD LEASE	0.00	0.00	0.00	1,200.00	1,200.00	0.00	1,200.00	100.00%
4420 PARKING SPACE LEASE	760.00	760.00	0.00	8,692.50	9,120.00	(427.50)	9,120.00	95.31%
4425 CHARGING STATION	0.00	0.00	0.00	586.97	180.00	406.97	180.00	326.09%
4505 INTEREST EARNED ON BANK ACCT	5,067.82	300.00	4,767.82	39,518.25	4,000.00	35,518.25	4,000.00	987.96%
4605 OTHER INCOME	3,140.40	75.00	3,065.40	15,138.28	7,500.00	7,638.28	7,500.00	201.84%
5203 OREGON STIF FUNDS	0.00	0.00	0.00	1,279,759.00	876,192.00	403,567.00	876,192.00	146.06%
5301 5311 ADMIN/OPERATIONS	0.00	255,022.00	(255,022.00)	499,840.00	775,022.00	(275,182.00)	775,022.00	64.49%
5302 5310 MOBILITY MGT/PM	0.00	75,000.00	(75,000.00)	35,651.00	161,594.00	(125,943.00)	161,594.00	22.06%
<b>Total Income</b>	<b>47,287.57</b>	<b>342,127.00</b>	<b>(294,839.43)</b>	<b>3,603,124.75</b>	<b>3,251,808.00</b>	<b>351,316.75</b>	<b>3,251,808.00</b>	<b>110.80%</b>



	<u>M-T-D</u>	<u>M-T-D</u>		<u>Y-T-D</u>	<u>Y-T-D</u>		<u>Annual</u>	<u>YTD Act to</u>
<u>Expenses</u>	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Budget</u>	<u>Annual</u>
								<u>Budget %</u>
6010 WAGES	110,426.79	118,250.00	7,823.21	1,202,225.67	1,300,000.00	97,774.33	1,300,000.00	92.48%
6111 TAXES	32,855.94	22,625.00	(10,230.94)	162,689.95	216,720.00	54,030.05	216,720.00	75.07%
6210 BENEFITS	28,695.34	29,200.00	504.66	301,212.48	301,000.00	(212.48)	301,000.00	100.07%
<b>SUB TOTAL WAGES/TAXES/BENEFITS</b>	<b>171,978.07</b>	<b>170,075.00</b>	<b>(1,903.07)</b>	<b>1,666,128.10</b>	<b>1,817,720.00</b>	<b>151,591.90</b>	<b>1,817,720.00</b>	<b>91.66%</b>
8000 AUDIT	5,000.00	8,000.00	3,000.00	41,000.00	40,000.00	(1,000.00)	40,000.00	102.50%
8001 PROFESSIONAL SERVICES	0.00	1,500.00	1,500.00	47,736.20	50,000.00	2,263.80	50,000.00	95.47%
8002 LEGAL COUNSEL	0.00	0.00	0.00	13,404.55	20,000.00	6,595.45	20,000.00	67.02%
8003 BANK FEES/MERCHANT SERVICES	138.72	175.00	36.28	1,238.01	2,000.00	761.99	2,000.00	61.90%
8010 EQUIP LEASE/RENT	201.80	400.00	198.20	2,421.60	5,000.00	2,578.40	5,000.00	48.43%
8015 COMP/FURNITURE/DURABLE GOODS	246.59	400.00	153.41	1,508.06	7,500.00	5,991.94	7,500.00	20.11%
8020 B&M	4,656.27	2,850.00	(1,806.27)	36,876.09	35,000.00	(1,876.09)	35,000.00	105.36%
8023 BUILDING LEASE	158.00	175.00	17.00	1,896.00	2,000.00	104.00	2,000.00	94.80%
8031 ONLINE SUB/IT SERVICES	22,680.98	9,000.00	(13,680.98)	109,022.51	110,000.00	977.49	110,000.00	99.11%
8040 TELEPHONE/INTERNET	2,196.12	2,100.00	(96.12)	32,536.53	26,000.00	(6,536.53)	26,000.00	125.14%
8041 UTILITIES	4,367.56	2,200.00	(2,167.56)	32,138.11	28,000.00	(4,138.11)	28,000.00	114.78%
8050 HR/EMPLOYEE RECOGNITION	1,213.78	450.00	(763.78)	10,502.29	13,500.00	2,997.71	13,500.00	77.79%
8060 TRAVEL/TRAINING	438.63	200.00	(238.63)	2,328.98	5,000.00	2,671.02	5,000.00	46.58%
8080 OUTREACH/PRINTING	309.88	1,300.00	990.12	7,376.29	16,500.00	9,123.71	16,500.00	44.70%
8090 DUES, SUBSCRIPTIONS	8,985.00	2,000.00	(6,985.00)	38,914.76	24,000.00	(14,914.76)	24,000.00	162.14%
8091 IGA-DUES	0.00	0.00	0.00	12,000.00	12,000.00	0.00	12,000.00	100.00%
8092 FEES/TAXES/LICENSES	0.00	150.00	150.00	920.12	2,000.00	1,079.88	2,000.00	46.01%
8100 INSURANCE	0.00	36,000.00	36,000.00	68,855.97	105,000.00	36,144.03	105,000.00	65.58%
8105 UNINSURED LOSS	0.00	1,000.00	1,000.00	9,325.19	15,000.00	5,674.81	15,000.00	62.17%
8110 LEGAL ADS	700.00	250.00	(450.00)	1,145.12	1,000.00	(145.12)	1,000.00	114.51%
8112 MEETING EXPENSE	27.75	0.00	(27.75)	1,033.89	500.00	(533.89)	500.00	206.78%
8116 OFFICE SUPPLIES	641.28	900.00	258.72	8,441.71	9,000.00	558.29	9,000.00	93.80%
8170 FUEL	9,888.99	8,500.00	(1,388.99)	108,579.15	100,000.00	(8,579.15)	100,000.00	108.58%
8171 VEHICLE REPAIR/OUTSIDE SERVICES	4,653.88	8,050.00	3,396.12	62,412.08	75,000.00	12,587.92	75,000.00	83.22%
8180 SHOP SUPPLIES	2,398.56	500.00	(1,898.56)	2,758.89	5,000.00	2,241.11	5,000.00	55.18%
<b>SUB TOTAL MATERIALS/SERVICES</b>	<b>68,903.79</b>	<b>86,100.00</b>	<b>17,196.21</b>	<b>654,372.10</b>	<b>709,000.00</b>	<b>54,627.90</b>	<b>709,000.00</b>	<b>92.30%</b>

	<u>M-T-D</u>	<u>M-T-D</u>		<u>Y-T-D</u>	<u>Y-T-D</u>		<u>Annual</u>	<u>YTD Act to</u>
	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>	<u>Budget</u>	<u>Annual</u>
								<u>Budget %</u>
9040 DEBT SERVICE & INT FEES	0.00	0.00	0.00	236,610.00	310,000.00	73,390.00	310,000.00	76.33%
9210 CONTINGENCY	0.00	0.00	0.00	415,088.00	415,088.00	0.00	415,088.00	100.00%
<b>Total Expenses</b>	<b>240,881.86</b>	<b>256,175.00</b>	<b>15,293.14</b>	<b>2,972,198.20</b>	<b>3,251,808.00</b>	<b>279,609.80</b>	<b>3,251,808.00</b>	<b>91.40%</b>

**Consolidated Balance Sheet**  
**June 30, 2024**

**This Year**

Assets	
1010 OVER/UNDER	(26.75)
1020 GENERAL CHECKING LC BANK	20,908.26
1030 LGIP - GENERAL FUND	1,008,417.17
1040 PAYROLL ACCOUNT LC BANK	23,942.81
1055 STIF LC BANK	464,271.14
1060 ODOT LOAN LC BANK	201,661.57
1065 CONTINGENCY	418,538.87
1095 CASH RECEIPTS CLEARING SYSTEM	3,812.22
1099 EFT CLEARING SYSTEM	(2,325.17)
1210 ACCOUNTS RECEIVABLE SYSTEM	6,145.06
1215 GRANTS RECEIVABLE	672,498.73
1219 ACCOUNTS RECEIVABLE OTHER	(13,321.66)
1250 PROPERTY TAX RECEIVABLES	42,491.00
1251 PASS TRANSIT RECEIVABLES	(160.00)
1410 PREPAID EXP	<u>(24,119.17)</u>
Total Assets	<u>2,822,734.08</u>
Liabilities and Net Assets	
2010 ACCOUNTS PAYABLE SYSTEM	74,115.43
2019 ACCOUNTS PAYABLE OTHER	(341.45)
2050 CREDIT CARD PAYABLE	230,289.42
2059 CREDIT CARD PAYMENT CLEARING	(226,612.50)
2060 PAYABLE TO NWN	(4,768.93)
2099 A/P CONVERSION	(16,585.46)
2100 ACCRUED LABOR SYSTEM	(67,901.34)
2705 DEFERRED REVENUE	42,491.00
2805 ODOT LOAN	<u>1,000,000.00</u>
Total Liabilities	<u>1,030,686.17</u>
3000 FUND BALANCE	735,664.99
Change in Net Assets	<u>1,056,382.92</u>
Total Net Assets	<u>1,792,047.91</u>
Total Liabilities and Net Assets	<u><u>2,822,734.08</u></u>

**SUNSET EMPIRE TRANSPORTATION DISTRICT**  
**A/R Aging as of 06/30/2024**

<u>Customer</u>	<u>Due Date</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Description</u>	<u>Current</u>	<u>30 Days</u>	<u>60 Days</u>	<u>90 Days</u>	<u>Total</u>
[6009] ALLSTATE INSURANCE AGENCY	7/01/2024	1915	6/01/2024	Jun 2024 Parking Spaces #3-5	142.50	0.00	0.00	0.00	142.50
[6494] ANGI WILDT GALLERY	7/01/2024	1917	6/01/2024	Jun 2024 Parking Space #12	47.50	0.00	0.00	0.00	47.50
[6060] CLATSOP COUNTY SHERIFF	7/30/2024	1944	6/30/2024	Jun 2024 Bus Tokens	176.00	0.00	0.00	0.00	176.00
[6112] HOMESPUN QUILTS	7/01/2024	1918	6/01/2024	Jun 2024 Parking Spaces # 8 & 9	95.00	0.00	0.00	0.00	95.00
[6120] ISN	3/31/2024	1923	3/01/2024	Mar 2024 Bus Passes	0.00	0.00	0.00	100.00	100.00
[6120] ISN	5/01/2024	1924	4/01/2024	Apr 2024 Bus Passes	0.00	0.00	100.00	0.00	100.00
[6120] ISN	5/31/2024	1925	5/01/2024	May 2024 Bus Passes	0.00	100.00	0.00	0.00	100.00
[6120] ISN	7/01/2024	1926	6/01/2024	Jun 2024 Bus Passes	100.00	0.00	0.00	0.00	100.00
[6162] OREGON EMPLOYMENT DEPT	7/01/2024	1931	6/01/2024	May Bus Passes-Astoria STEP	20.00	0.00	0.00	0.00	20.00
[6162] OREGON EMPLOYMENT DEPT	7/30/2024	1932	6/30/2024	Jun Bus Passes-Astoria STEP	20.00	0.00	0.00	0.00	20.00
[6583] Sondra Carr	7/01/2024	1919	6/01/2024	Jun 2024 Parking-Space #10	47.50	0.00	0.00	0.00	47.50

[6214] TILLAMOOK COUNTY TRANSPORTATION DISTRICT	5/01/2024	1927	4/01/2024 Mar 2024 Bus Passes	0.00	0.00	240.00	0.00	240.00
[6214] TILLAMOOK COUNTY TRANSPORTATION DISTRICT	5/31/2024	1928	5/01/2024 Apr 2024 Bus Passes	0.00	280.00	0.00	0.00	280.00
[6214] TILLAMOOK COUNTY TRANSPORTATION DISTRICT	7/01/2024	1929	6/01/2024 May 2024 Bus Passes	260.00	0.00	0.00	0.00	260.00
[6214] TILLAMOOK COUNTY TRANSPORTATION DISTRICT	7/30/2024	1945	6/30/2024 Jun 2024 Bus Passes	200.00	0.00	0.00	0.00	200.00
[6414] West Coast Artisans	6/11/2024	1921	6/01/2024 Jun 2024 Parking-Space #2	0.00	47.50	0.00	0.00	47.50
<b>Total</b>				<b>1,108.50</b>	<b>427.50</b>	<b>340.00</b>	<b>100.00</b>	<b>1,976.00</b>

**SUNSET EMPIRE TRANSPORTATION DISTRICT**  
**AP Aging as of 06/30/2024**

<u>Invoice</u> <u>Date</u>	<u>Invoice</u> <u>Number</u>	<u>Due Date</u>	<u>Description</u>	<u>Original</u> <u>Amount</u>	<u>Amount</u> <u>Owed</u>	<u>Not Yet</u> <u>Due</u>	<u>Less Than</u> <u>30 Days</u>	<u>Less Than</u> <u>60 Days</u>	<u>More Than</u> <u>60 Days</u>
<b>[6026] BIO-MED TESTING SERVICES INC</b>									
6/01/2024	107440	7/01/2024	DRUG SCREENING	180.00	180.00	0.00	180.00	0.00	0.00
<b>[6037] CB LAWN CARE</b>									
6/30/2024	10574	7/15/2024	06/2024 -LAWN MAINTENANCE	406.00	406.00	0.00	406.00	0.00	0.00
<b>[6046] CITY OF ASTORIA</b>									
4/01/2024	009947-000 04012024	7/15/2024	04/01-5/31/2024 -WATER SRV TC	592.90	592.90	0.00	592.90	0.00	0.00
<b>[6048] CITY OF WARRENTON</b>									
6/30/2024	001638-000 06302024	6/30/2024	06/2024 -WATER SRV OPS	361.35	361.35	0.00	361.35	0.00	0.00
<b>[6096] EO MEDIA GROUP</b>									
6/15/2024	EO12096	7/15/2024	06/15/2024 -BUDGET COMMITTEE HEARING AD	700.00	700.00	0.00	700.00	0.00	0.00
<b>[6259] ISLER CPA</b>									
6/30/2024	238460	6/30/2024	PROGRESS BILLING -FYE 06/2023	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00
<b>[6147] NW COMMUNITY ALLIANCE</b>									
6/30/2024	15550	6/30/2024	06/2024 -BUS SHELTER CLEANING	880.00	880.00	0.00	880.00	0.00	0.00
<b>[6172] O'REILLY AUTOMOTIVE, INC</b>									
6/25/2024	3920 361262	6/30/2024	FLEETRANNER -Bus #92	59.51	59.51	0.00	59.51	0.00	0.00

**[6176] PACIFIC POWER**

6/12/2024	21357628-001 1 06122024	6/30/2024	05/13-06/12/2024 - ELECTRICITY -OPS	665.35	665.35	0.00	665.35	0.00	0.00
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**[6186] RECOLOGY WESTERN OREGON**

6/30/2024	24320244	6/30/2024	06/2024 -GARBAGE SRV	116.98	116.98	0.00	116.98	0.00	0.00
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**[6193] SDIS**

6/14/2024	2024-13	7/14/2024	Pay period ending 6/08/2024,DentalBen,LTDBen ,LifeBen,MedicalBen,STDBen, DentalDed	13,423.80	13,423.80	0.00	13,423.80	0.00	0.00
6/28/2024	2024-14	7/28/2024	Pay period ending 6/22/2024,DentalBen,Medica lBen,DentalDed	12,458.48	12,458.48	12,458.48	0.00	0.00	0.00

**Report Total**

<b>34,844.37</b>	<b>34,844.37</b>	<b>12,458.48</b>	<b>22,385.89</b>	<b>0.00</b>	<b>0.00</b>
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**SUNSET EMPIRE TRANSPORTATION DISTRICT**  
**Check Listing as of 06/30/2024**

<u>Check Number</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>	<u>Check Amount</u>
23127	6/05/2024	[6012] ANGELTRAX SYSTEMS - 01/01-12/31/2024 -MOTOTRAX IT SUPPORT & SOFTWARE SUPPORT/MANAGEMENT & CELL PLAN 18 BUSES -LICENSING RENEWAL (INV RECVD 05/30/2024 -INV DATED 12/07/2023)	IT SERVICES/CONTRACTS	10720	10,720.00
23143	6/05/2024	[6193] SDIS - Invoices 2024-09, 2024-11, MED06012024	BENEFITS MEDICAL SDIS	31700.17	31,700.17
23148	6/05/2024	[6237] WILCOX + FLEGEL - 05/2024 -FUEL SRV	FUEL FUEL FUEL FUEL	79.52 2401.40 8626.04 160.76	11,267.72
23149	6/19/2024	[6001] ACCUFUND INC - 07/1-09/30/2024 - QT #3 HOSTED SRV	IT SERVICES/CONTRACTS	5535	5,535.00
23165	6/19/2024	[6623] RTA FLEET MANAGEMENT SOFTWARE - DUES, SUBSCRIPTIONS 08/01/2024-07/31/2025 -PLATINUM SAAS SOFTWARE RENEWAL		8400	8,400.00
23166	6/19/2024	[6620] SAIF - 07/01/2024-06/30/2025 - WORKERS COMP DUES	WORKER'S COMP SDIS INS WORKER'S COMP SDIS INS WORKER'S COMP SDIS INS WORKER'S COMP SDIS INS	795.52 975.83 16589.20 1156.16	19,516.71
<b>Total Checks</b>					<b>87,139.60</b>



**SUNSET EMPIRE TRANSPORTATION DISTRICT**  
**Reconciliation - CREDIT CARD**

Run: 7/16/2024 @ 10:35 AM

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Closing Balance from Previous Statement.....	6/07/2024	-3,533.60
0 Deposits and Other Additions Totaling.....		0.00
27 Checks and Other Withdrawals Totaling.....		4,016.32
1 Adjustments Totaling.....		3,533.60
0 Voids Totaling.....		0.00
Service Charge.....		0.00
Interest Earned.....		0.00
Closing Balance for this Statement.....	7/08/2024	-4,016.32
Difference.....		0.00
<hr/>		
Cash Balance from General Ledger.....	7/08/2024	-221,632.73
Open Activity from Bank Register.....		0.00
Adjustment for Service Charges and Interest.....		0.00
General Ledger Reconciliation to Statement.....		-221,632.73

Date	Check	To	Check Description	Amount
✓ 6/06/2024	0000264	HOME DEPOT CREDIT SERVICES	JONES -DIGITAL MEASURING DEVICE - ED/OUTREACH -MM	89.97
✓ 6/07/2024	0000264	AMAZON	JONES -HIVIZ WATERPROOF TAPE, 20 FLASHLIGHT PENS, IPAD CASE (ASSISTANT) -ED/OUTREACH -MM	82.93
✓ 6/11/2024	0000264	MOTION ARRAY	JONES -06/12-07/11/2024 -VIDEO, AUDIO SOFTWARE -MM	29.99
✓ 6/11/2024	0001365	OREGON TRANSIT ASSOCIATION	GEISLER -OTC CONF FEE -OPS	400.00
✓ 6/14/2024	0001269	BLUE SCORCHER BAKERY & CAFE	PARKER -PASTERIES -BOARD MEETING	27.75
✓ 6/14/2024	0001365	HARBOR FREIGHT	GEISLER -2 PC PAINT BRUSH SET, DEEP SOCKET SET -SHOP	26.37
✓ 6/17/2024	0000264	AMAZON	JONES -PORTABLE MIC STAND W/ HANDHELD ADAPTORS -ED/OUTREACH -MM	88.89
✓ 6/17/2024	0001209	CCSO	FARMER -FINGERPRINTING M.F -FR	26.13
✓ 6/18/2024	0000264	ANYWORD	JONES -06/18-07/18/2024 -AI WRITING ASSISTANCE -MM	49.00
✓ 6/18/2024	0001209	GRAINGER	FARMER -3 SAFETY VEST -FR/PT	88.30
✓ 6/18/2024	0001209	CTAA	FARMER -PASS ONLINE COURSE M.F -FR	25.00
✓ 6/18/2024	0001365	HOME DEPOT CREDIT SERVICES	GEISLER -2 MOPS, ASHPALT PATCH, DOOR HANDLES -MAINT/SHOP	89.39
✓ 6/19/2024	0000264	WALMART	JONES -MARKER CONES -ED/OUTREACH -MM	19.94
✓ 6/19/2024	0000269	AMAZON	PARKER -BOOK; ROBERT'S RULES OF ORDER -ADMN	7.99
✓ 6/24/2024	0000264	ZOOM	JONES -06/2024-07/2024 -ONLINE SUBSCRIPT -Board Meeting	240.00
✓ 6/24/2024	0000269	ADOBE INC	PARKER -06/2024 -ONLINE SUBSCRIPT -ADMN	12.99
✓ 6/24/2024	0001209	BARRAN LIEBMAN LLP	FARMER -ONLINE WEBINAR -CONFLICT MANAGEMENT -HR	50.00
✓ 6/25/2024	0001365	WALTER E NELSON CO OF ASTORIA	GEISLER -PAINT -OPS	236.34
✓ 6/26/2024	0000269	NORDIC FLOWER LLC	PARKER -FLOWERS C.J -ADMN	80.00
✓ 6/28/2024	0001365	HARBOR FREIGHT	GEISLER -TELESCOPING MAGNET, WIRE STRIPPERS, SOLDERING IRON GUN, PLIERS -SHOP	64.87
✓ 6/28/2024	0001365	CHEFSTORE	GEISLER -POPCORN, COFFEE -OPS	39.58
✓ 6/28/2024	0001365	CHEFSTORE	GEISLER -CANDY -ED/OUTREACH	58.14
✓ 6/30/2024	0001365	ADOBE INC	GEISLER -06/2024 -ONLINE SUBSCRIPT -OPS	19.99
✓ 6/30/2024	0001365	INDEED	GEISLER -06/2024 -SPONSORED JOB POSTING -HR	430.26
✓ 6/30/2024	0001365	LIQUID SPRING, LLC	GEISLER -STRUTS, COMPRESSION FLD -Bus #1802	1,584.07
✓ 7/02/2024	0000264	CHEFSTORE	JONES -EVENT TREATS (CANDY) - ED/OUTREACH -MM	63.44

**SUNSET EMPIRE TRANSPORTATION DISTRICT**  
**Reconciliation - CREDIT CARD**

Run: 7/16/2024 @ 10:35 AM

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✓ 7/06/2024	0000264	AMAZON	JONES -LED VIDEO LIGHTS W/ REMOTE -ED/OUTREACH -MM	84.99
<b>Total Unmarked Checks:</b>			<b>0.00</b>	<b>Total Checks:</b> <u>4,016.32</u>

Date	Reference	Adjustment Description	Amount
✓ 6/19/2024	GC 0023152	Payment Made From Gen. CK for STMT Ending 06/07/2024	3,533.60
<b>Total Adjustments:</b>			<b>3,533.60</b>

# Sunset Empire Transportation District

## Cash Flow Projection

Updated July 16, 2024

	<u>Actual Dec 2023</u>	<u>Actual Jan 2024</u>	<u>Actual Feb 2024</u>	<u>Actual Mar 2024</u>	<u>Actual Apr 2024</u>	<u>Actual May 2024</u>	<u>Actual Jun 2024</u>
<b>Beginning Cash</b>	<b>2,284,551</b>	<b>2,273,176</b>	<b>2,162,146</b>	<b>1,975,414</b>	<b>1,780,842</b>	<b>1,927,302</b>	<b>2,060,726</b>
<b>Sources of funds:</b>							
Fares	7,236	6,158	7,103	7,408	7,564	8,666	9,536
STIF Funding	194,185	26,779	187,070	-	233,833	-	-
ODOT Grant Reimbursements	-	-	221,688	-	123,282	190,521	-
Mass Transit Assessment	-	24,830	-	-	38,419	-	-
Property Taxes	14,701	21,771	7,803	37,347	5,724	7,134	28,474
Timber Revenue	-	-	33,958	-	-	84,796	-
Other	7,870	13,525	8,200	5,577	5,885	6,576	9,278
<b>Total Sources</b>	<b>223,992</b>	<b>93,062</b>	<b>465,822</b>	<b>50,332</b>	<b>414,706</b>	<b>297,694</b>	<b>47,288</b>
<b>Uses of funds:</b>							
Wages/Taxes/Benefits	130,790	135,344	137,858	214,761	149,164	123,651	171,978
Materials & Services	41,208	68,749	36,237	30,143	55,713	40,619	68,904
Debt Services	63,370	-	63,370	-	63,370	-	-
Capital	-	-	-	-	-	-	-
Contingency	-	-	415,088	-	-	-	-
<b>Total Uses</b>	<b>235,368</b>	<b>204,092</b>	<b>652,553</b>	<b>244,904</b>	<b>268,247</b>	<b>164,270</b>	<b>240,882</b>
<b>Ending Cash</b>	<b>2,273,176</b>	<b>2,162,146</b>	<b>1,975,414</b>	<b>1,780,842</b>	<b>1,927,302</b>	<b>2,060,726</b>	<b>1,867,131</b>

### **Leadership**

Craig has implemented a short-term plan to address operational and financial needs in the district's recovery. Weekly staff meetings have been well received by the staff and have increased their involvement in district issues and management decisions. Craig has created a more productive environment for staff and drivers. He has successfully completed all requirements set by ODOT for funding resumption, including policy updates and budget drafting. Craig's leadership style encourages creativity. He has met ODOT's requests promptly and received positive feedback. Overall, Craig has exceeded district expectations, establishing aligned goals, motivating employees, and improving work culture.

### **Managerial**

Craig has effectively analyzed the district's situation and implemented a short-term strategy. He displays adeptness in managing change and risks. Craig's management style and demeanor are strong and confident, making him an ideal fit. He has reinstated regular management and staff meetings, presented a PowerPoint to county leaders to highlight the district's progress and future plans. Through his efforts, the district has transformed from despair to hope and achievement. Craig's planning, organization, and critical thinking skills are exceptional, consistently achieving desired results and goals with confidence and clear explanations.

### **Interpersonal Skills**

Craig has the support of his staff due to his open-door approach, regular staff meetings, and encouragement of individual participation. He has excellent people skills, communicates in a caring environment, and keeps the Board informed with no surprises regarding staff and employees.

### **People Management**

Craig has shown admirable people management skills and aims to establish a district culture that promotes staff commitment and cooperative achievement of goals. He empowers staff without micromanaging, as observed in monthly board meetings. Craig has successfully restored all routes and has introduced a lunch reward for employees of the quarter to build trust and rapport. His open-door policy fosters better communication. Additionally, Craig has been instrumental in mentoring Kelly, CFO on government accounting through instruction from John Dreeszen. Overall, Craig excels in his role as executive director, demonstrating a comprehensive understanding of the district's purpose, operations, and management.

### **Political and Bureaucratic Skills**

Craig's face-to-face meetings with civic partners have successfully garnered community involvement and support. He also formed key partnerships with local government for a successful transit district. Additionally, he responded promptly and professionally to demands from ODOT and others, displaying his ability to work well under pressure and navigate conflicts effectively.

## **Administration**

Craig has proven to be a visionary leader, reviewing, and keeping effective policies while eliminating those that are ineffective. He understands the importance of transparency for emergency planning and has already implemented measures such as board members receiving bank statements and quarterly invoice reviews. Although Craig did not receive a list of goals from the Board, Craig has played a crucial role in the district's recovery and has shown competence in policy development and agency administration during challenging times.

## **Self-Awareness**

Craig is open to feedback, able to accept criticism, and willing to make changes when needed.

## **Board Interaction**

The Executive Director has made himself more accessible to the Board with his open-door policy. The board chair has more access to the director, allowing for impromptu visits. The chair always feels welcome, and Craig is accommodating and reschedules if needed. Craig allows leadership to grow and listens. Craig should communicate his support needs to the board. Craig has demonstrated his willingness and ability to work effectively and transparently with the Board.

## **Overall**

Craig has quickly gained the support of his staff, civic leaders, and the Board through open communication. Despite his short time in the role, he has proven to be a successful executive director. We have high expectations for Craig's future with our organization and the local community. The Board encourages Craig to continue engaging with community leaders and to improve service and routes. Overall, Craig is an excellent leader, and the board hopes he remains in this position long-term. It would also be beneficial for Craig to establish goals for employee duties, clarify responsibilities, and attend conferences to enhance the district's performance.

## **Suggested Goals-**

1. Maintain 70% or better on time service rate and less than 2% early service.
2. Increase service route hours as funding allows. (Add 101B and Route 13)
3. Present a quarterly state of the fleet report to the Board.
4. Present quarterly grant status and funding report including applications in process to the Board.
5. Continue to develop strong relationships with community leaders, managers, and other service providers.
6. Respond and report on the progress of the RLS findings.

# SUNSET EMPIRE TRANSPORTATION DISTRICT PERSONNEL POLICIES



**MARCH 2024**

**SETD Employee Personnel Policies  
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# INTRODUCTION

# **WELCOME TO SUNSET EMPIRE TRANSPORTATION DISTRICT!**

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Congratulation on your new position at Sunset Empire Transportation District (SETD)! We believe in bringing people into the organization that are kind, understanding, and patient. We have found that these skills cannot be taught, they need to be part of your inherent nature. You have demonstrated these skills to our hiring team. Use them and they will serve you well in whatever position you have at SETD.

Everything we do is focused on serving the public. Our riders are our customers and judge our service each time they speak to a representative on the phone or ride the bus. It is critical that we always conduct ourselves in a professional manner. As an employee of SETD we strive to always make each passenger's day better! You are part of a strong team of transit professionals striving to be amazing public servants. Your exemplary service is something our riders deserve and come to expect every single day.

You will find out that we are a family and care deeply about your success. Most of SETD's management team has worked their way up through the organization. I began my career as a relief driver and over the years learned the different aspects of transit by working in various management positions. Make no mistake, I have not forgotten what it is like to drive a full bus in winter weather and horrible traffic. If you ever need advice or just want to talk, please remember that my door is always open.

The following policies will help guide you and I encourage you to become familiar with them. Don't hesitate to ask myself or any manager if clarification is needed.

Welcome to the SETD family!

*Craig Johnston*

Executive Director  
Sunset Empire Transportation District

# MISSION STATEMENT

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Provide safe, reliable, relevant, and sustainable transportation services to Clatsop County with professionalism, integrity, and courtesy.

# ABOUT THIS SETD PERSONNEL POLICY MANUAL

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The Employee SETD Personnel Policies are a guide to help you understand our employment provisions and expectations. The SETD Personnel Policies apply to all of our employees. It is intended to be a positive document that begins to establish the relationship between us.

Please remember that the SETD Personnel Policies contain only general information and guidelines. It is not intended to address all the possible applications of or exceptions to general policies and procedures. Our policies are based on the belief that common sense, good judgment, and consideration for the rights of others are paramount in our ability to serve our customers and ourselves. While we have tried to anticipate many of your questions, keep in mind that this document won't provide every answer. If you have any questions concerning eligibility for a particular benefit or how a policy or practice applies to you, please refer them to the Human Resources Department.

We know that employees have varied skills, goals, perceptions, and values, and that such diversity may create situations not fully addressed within the SETD Personnel Policies. In that event, we'll try to make fair and equitable decisions while making sure that the best interests of the District are served.

Neither the SETD Personnel Policies nor any other District document confers any express or implied contractual right to remain in SETD's employ, nor does it guarantee any fixed terms or conditions of your employment. Your employment is not for any specific period of time and may be terminated at will, with or without reason, and without prior notice by SETD or you for any reason, at any time.

This policy manual is not intended to undermine or remove your rights as outlined by the National Labor Relations Board (NLRB). We fully acknowledge and respect your rights to engage in protected concerted activities, which include the right to discuss wages, working conditions, and other terms of employment with your fellow employees, as well as the right to form, join or assist labor organizations. If you have any concerns or questions regarding your rights or any content in this policy manual, please seek clarification from your Human Resources Manager or legal counsel.

The procedures, practices, policies, and benefits described here may be modified or discontinued from time-to-time. We recognize our responsibility to keep employees informed of changes that may affect them and will provide replacement pages so you can keep your SETD Personnel Policies current.

Some subjects described in the SETD Personnel Policies, such as benefit plan information, are covered in detail in official policy documents. You should refer to these documents for specific information since the SETD Personnel Policies provide summaries only. Please note that when discrepancies occur between benefit language in the SETD Personnel Policies and in the official policy documents, the terms of the written insurance policies are controlling. We encourage you to use caution when making decisions with long-term impact based on our current benefit offerings, given that we may find it necessary to amend these programs.

You are encouraged to offer suggestions for improvement to these policies, employment practices, or working conditions. Please read through the SETD Personnel Policies carefully and share it with your family members so they will also understand your work environment. If you have additional questions or need further details, please talk with your supervisor, who can advise you or refer you to the appropriate resource.

# EMPLOYMENT RELATIONSHIP

# SECTION 1 – EMPLOYMENT RELATIONSHIP

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## 1.1 AT-WILL EMPLOYMENT

You and Sunset Empire Transportation District (SETD) are engaged in an “at-will” employment relationship. Therefore, employment at SETD is for no definite period of time and may, regardless of the time and manner of payment of wages and salary, be terminated at will. This means that either you or the District may terminate the employment relationship at any time, with or without reason or advance notice.

No one in the District has the authority to enter into any agreement contrary to this “at-will” relationship except the Executive Director. It cannot be altered, except when in writing and signed by the Executive Director and you. SETD will not make and will not be bound by any oral promises concerning the length or terms of your employment.

## 1.2 EQUAL EMPLOYMENT OPPORTUNITY

Sunset Empire Transportation District has a strong commitment to all district employees and the community we serve. As an equal opportunity employer, we are dedicated to ensuring that no person will be unlawfully excluded from employment opportunities based on race, color, religion, national origin, sex (including gender identity, sexual orientation, and pregnancy), age, genetic information, disability, veteran status, or other protected class.

Sunset Empire Transportation District’s Equal Employment Opportunity (EEO) policy applies to all employment actions, including but not limited to, recruitment, hiring, selection for training, promotion, transfer, demotion, layoff, termination, rates of pay, or other forms of compensation.

All applicants and employees have the right to file complaints alleging discrimination. Retaliation against an individual who files a charge or complaint of discrimination, participates in an employment discrimination proceeding (such as an investigation or lawsuit), or otherwise engages in protected activity is strictly prohibited and will not be tolerated.

Sunset Empire Transportation District is committed to providing reasonable accommodations to applicants and employees who need them because of a disability or to practice or observe their religion, absent undue hardship.

All employees, supervisors and management personnel share the responsibility and are accountable for implementing, monitoring and upholding Sunset Empire Transportation District’s EEO Policy for employees and those seeking employment.

Sunset Empire Transportation District’s Executive Director will maintain overall responsibility and accountability for Sunset Empire Transit’s compliance with its EEO policy. To ensure day-to-day management, program preparation, compliance, monitoring, and complaint investigation, the Executive Director appoints the Human Resources Manager as Sunset Empire Transit’s EEO officer. The Human Resources Manager will report directly to me and act with my authority with all levels of management and employees.

Any employee or applicant that believes he or she has been subject to discrimination or retaliation should directly contact Sunset Empire Transportation District’s Human Resources Manager.

### **1.3 AMERICANS WITH DISABILITIES (ADA) ACCOMODATIONS**

The Americans with Disabilities Act [ADA], amended by the Americans with Disabilities Act Amendments Act (ADAAA) of 2008, is a comprehensive federal civil rights law that specifically protects individuals with physical and mental disabilities from discrimination in the workplace.

Individuals are protected under the ADA if any of the following conditions exist:

- They currently have a physical or mental condition that significantly restricts their ability to normally conduct a major life function (walking, seeing, hearing, breathing, bodily functions, etc.);
- They have a history of such impairment; or,
- They are regarded as having such impairment.

The ADA also prohibits discrimination on the basis of an individual's relationship to someone (parent, sibling, child, spouse, friend, etc.) with a disability.

SETD offers equal employment opportunities to qualified individuals who may have a physical or mental disability but are still able to perform essential job functions with reasonable accommodation. Essential functions are defined as the fundamental non-marginal duties of the position being held or sought. A job function is essential if the position exists for the performance of the function, there are only a limited number of employees available to perform it, or it is so highly specialized that an expert is required to perform it.

Reasonable accommodations are available to employees and applicants, as long as the requested accommodations do not cause an undue hardship on the District. Individuals protected by the ADA/ADAAA should discuss their needs for possible accommodation with the Human Resources Manager.

### **1.4 PREGNANCY ACCOMODATION POLICY**

SETD will make reasonable accommodations to employees that are experiencing known limitations related to pregnancy, childbirth or related medical conditions, to the extent the accommodation can be made without imposing any undue hardship on the District. SETD seeks to comply with both the Federal Pregnant Workers Fairness Act (PWFA) and any state provisions and rules it is subject to regarding pregnancy related conditions as well. Possible accommodations may include:

- Acquisition or modification of equipment or devices;
- More frequent or longer break periods or periodic rest break;
- Assistance with manual labor; or
- Modification of work schedules or job assignments.

SETD will not take adverse action against an employee for inquiring about, requesting, or using a reasonable accommodation.

### **1.5 HARRASSMENT**

SETD will not tolerate conduct by any employee, elected official, Board or committee member, volunteer or intern, customer or member of the public that harasses, disrupts, or interferes with an employee's work performance or which creates an intimidating, offensive, or hostile work environment. All forms of harassment are prohibited. We want to maintain a working environment free from all forms of harassment, whether based upon race, age, religion, color, sex, national origin, physical or mental disability, marital or veteran status, sexual orientation, gender identity, on-the-job injury, genetic information, or any other legally protected characteristic or status. Retaliation associated with a complaint of harassment is also prohibited.



Behavior such as telling ethnic jokes; using religious slurs or offensive slang, or other derogatory terms regarding a person's race, sexual orientation, age, sex, national origin, or disability; or mimicking one's speech, accent, or disability are examples of prohibited conduct and will not be tolerated. Harassing individuals by making derogatory comments regarding protected status or characteristics is strictly prohibited, as well as using any other words or conduct that might create a hostile or offensive work environment.

Sexual harassment or assault is also a form of harassment. The following conduct is considered to be sexual harassment:

- Submission to the conduct is in any way deemed to be a term or condition of employment.
- Submission to or rejection of the conduct is used as a basis for employment-related decisions; or,
- The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Sexual harassment can also consist of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Conduct such as sexual or sexist language, jokes, or innuendoes; nude, profane, or obscene cartoons, drawings, or photographs; whistling; staring; and inappropriate touching are not tolerated at SETD. Cell phone use, including text messages and other similar electronic communications, can also be considered harassing behavior.

Sexual Assault is defined as unwanted conduct of a sexual nature that is inflicted upon a person or compelled using physical force, manipulation, threat, or intimidation.

Each manager/supervisor has a responsibility to maintain a workplace free of any form of sexual harassment. No person shall threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development. Sexual harassment in the workplace, whether by managers/supervisors, non-managerial employees, or outside individuals (vendors, customers, etc.) is prohibited.

This policy explicitly applies to conduct in the workplace, at social functions sponsored by the District, and at business functions (conventions, trade shows, etc.). This policy applies to any conduct, however, as described above, which impacts the District or work environment, regardless of where it occurs.

Management provides and supports a dispute resolution procedure for receiving and resolving complaints alleging discriminatory practices in employment relations. As an employee of SETD, you have the responsibility to immediately report any actions or words which you find to be harassing. The District will not retaliate against you for filing a complaint or cooperating in an investigation and will not tolerate or permit retaliation by anyone.

### ***Reporting Incidents of Harassment***

If you believe that you have been harassed, have witnessed harassment, or suspect any violation of our harassment policy, you must immediately report the matter to the Human Resources Manager, Executive Director or your manager/supervisor, or any other management representative with whom you feel comfortable speaking. These individuals are responsible for ensuring that all complaints are promptly and thoroughly investigated without prejudice or retaliation. The investigation will be conducted promptly, but no specific timeframe can be guaranteed because each situation is likely to be different, and individuals may have varying schedules. Every effort will be made to complete the investigation within two (2) weeks. In all cases, you will be notified of the outcome of the investigation. We will also check in

with you in a mutually agreeable or quarterly basis following receipt of the information to ensure the matter has been resolved and continues to meet the Districts standards.

All complaints of harassment will be investigated promptly and impartially. Discretion will be used during the investigation in order to maintain as much confidentiality as possible while effectively completing the investigation, however, confidentiality cannot be guaranteed. If you are not satisfied with the handling of a complaint or the action taken by management, you should bring the complaint to the next higher level of authority. In all cases, you will generally be advised of the outcome.

Any employee or manager who is found, after appropriate investigation, to have engaged in harassment or to have retaliated against an individual for reporting harassment will be subject to appropriate corrective action, depending on the circumstances, up to and including termination.

### ***External Complaint Procedure***

We encourage employees to bring their concerns and complaints to the District, and understand that, at times, this may not be the choice of the employee. Below is a list of the external complaint options. Please reach out to the preferred choice to determine the appropriate timelines for their processes.

- Oregon Bureau of Labor and Industries at the following web address:  
[https://www.oregon.gov/boli/CRD/Pages/C\\_Crcompl.aspx](https://www.oregon.gov/boli/CRD/Pages/C_Crcompl.aspx)
- Civil or Criminal Action. In these circumstances, a Notice of Claim must be provided to us in accordance with ORS 30.275.

### ***Employment Agreements***

No employee will be required or invited to sign an agreement requiring the non-disclosure of information related to discrimination or sexual assault as a condition of employment, continued employment, promotion, compensation, or the receipt of benefits.

### ***Additional Employee Support Services***

Employees may choose to use other support services throughout, and following instances related to concerns and complaints. The District provides the following for additional assistance:

- Legal, Counseling and Support Services through the Employee Assistance Program

## **1.6 WHISTLEBLOWER PROTECTION PURPOSE**

The purpose of the policy is to provide reporting procedures should a Sunset Empire Transportation District (District) employee become aware of improper government action, and for whistleblowers protection under Oregon Revised Statute 659A.200 to 659A.224.

### **POLICY**

Sunset Empire Transportation District encourages any employee with knowledge of or concern of an illegal or dishonest fraudulent District activity to report it to the Human Resources Officer and the Board Chairperson. The employee may also provide the information to a state or federal regulatory agency, a law enforcement agency or an attorney licensed to practice law in Oregon if a confidential communication is made in connection with the alleged violation. Attorneys employed by the District may report violations of law to the Attorney General, subject to rules of professional conduct. All such issues will be investigated in a timely manner to determine fault and institute any appropriate corrective measures. Examples of illegal or dishonest activities are violations of federal, state, or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting. For any employee wishing more information, further details can be obtained from the Human Resources Officer. The employee must

exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing may be subject to corrective action up to and including termination. Whistleblower protections are provided to maintain confidentiality and to prevent retaliation. While identity may have to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals their due course, the privacy of the individual making the report will be protected as much as possible. The District will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must contact the Human Resources Officer and Board Chairperson immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated. All reports of illegal and dishonest activities will be promptly submitted to the Human Resources Officer and Board Chairperson who are responsible for investigating and coordinating corrective action. Claims of improper government actions will be reported to ODOT while SETD is classified as a high-risk subrecipient. The Human Resources Officer will keep a record of all whistleblower claims, enabling the identification of repeated claims.

### **1.7 WORKPLACE PROFESSIONALISM**

While harassment due to a person's protected class is prohibited, so too is unprofessionalism, such as incivility, due to personality clashes or issues. We want our focus to be on customer service, productivity, and the ability for each employee to flourish at SETD. This makes it essential that our employees treat each other and those with whom we serve with courtesy, respect, and consideration. Further, we require that employees work cooperatively and constructively in resolving issues or problems on-the-job to foster satisfactory working relationships.

SETD defines unprofessionalism as repeated or one-time behavior, which is inappropriate, and which may be verbal, non-verbal, or physical; either direct or indirect which generally occurs at work and in the course of employment but may also apply to off-site behavior exhibited by employees that negatively impacts the working relationship. Such behavior, whether exhibited between co-workers, management and staff, vendors/customers, another outside party, or a member of the public, violates our policy on how others should be treated while at the workplace or engaged in District operations.

Where an allegation of unprofessionalism is made, consideration of the intention will be given. The purpose of this policy is to communicate to all employees, including supervisors, managers, and executives, that SETD will not, in any instance, tolerate unprofessional behavior. Employees found to be in violation of this policy will be subject to corrective action, up to and including termination.

We will consider the following examples as unprofessional; however, this is not considered a comprehensive list. Any actions that create the same or similar result will also be considered.

- Making comments on Facebook, texting, misuse of other forms of social media.
- Public humiliation in any form.
- Constant criticism on matters unrelated or minimally related to the person's performance or job description.
- Spreading rumors and gossip regarding individuals.
- Interfering with the ability of someone to perform job duties or consistently assigning menial tasks not central to the job.
- Taking credit for another person's ideas.

Any SETD employee who has experienced unprofessionalism should immediately report the behavior according to the reporting process outlined in our anti-harassment policy. All reports will be investigated

and addressed. Making false/baseless or malicious complaints of unprofessionalism will be regarded as a serious offense, which may also lead to corrective action, up to and including termination.

### **1.8 DISPUTE RESOLUTION**

We believe that undisclosed problems will remain unresolved and will lead to impaired work relationships, dissatisfaction with working conditions, and a decline in operational efficiency. Therefore, the District has established this dispute resolution procedure to solve problems as quickly, fairly, and thoroughly as possible. This procedure is a method for impartially hearing the complaint and is intended to resolve problems and provide a fair and objective review. All issues will be managed without prejudice or retaliation.

#### **Reporting Issues Other than Harassment/Discrimination**

Any other questions or concerns you may have should be discussed with your immediate manager/supervisor, absent special circumstances, as soon as you are aware there is a problem or have a question. Your manager will generally follow-up to your concern, in writing, within one (1) week.

We realize there may be valid reasons to forego this initial step; in those circumstances (*i.e.*, a concern involves an immediate manager/supervisor), you may go directly to the next level of management or to the Human Resources Manager for assistance.

# TERMS OF EMPLOYMENT

# SECTION 2 – TERMS OF EMPLOYMENT

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It is our goal to fill employment vacancies with the most qualified applicants, whether recruiting internally, externally, or utilizing both options. Job applicants will be considered on an equal basis for all positions without regard to sex, age, race, color, religion, national origin, marital or veteran status, sexual orientation, gender identity, genetic information, a physical or mental disability, or any other characteristic protected under applicable law, including Veterans' Preference.

Our goal will always be to select the most qualified person for each available job.

Former employees and relatives of current employees will be considered for employment in the same manner as other applicants. We may refuse to place a spouse, domestic partner, or immediate family member under the direct supervision of a spouse, domestic partner, or family member, if such placement adversely affects supervision, safety, security, or morale.

You may, from time-to-time, be temporarily transferred or assigned to perform work outside of your regular job duties, schedule, or location. Depending upon the circumstances, you may be subject to a wage adjustment while performing such work. The District may also reassign employees on a long-term basis whose placements are determined to be unsuited to their individual skills and transfer any employee who has an illness or disability that requires modified duty without posting the position.

## 2.1 RECRUITMENT

A job posting will be made for vacant positions within the District and shall be initiated upon the approval of the Executive Director. The posting shall specify the job title and salary range of the position, the nature of the duties performed, qualification requirements, the time and place to apply, and may include the selection process to be used. Job postings may be posted on appropriate bulletin boards, electronically applicable websites and may be published in District publications and appropriate newspapers or newsletters. Job postings will be posted a minimum of fourteen (14) days prior to the closing date.

An appointment to positions is through an open and competitive process and will be based on merit and qualification. Promotional appointments may be made exclusively with current employees if qualified. Ordinarily, vacancies will be posted internally to provide promotional opportunities.

## 2.2 CRIMINAL HISTORY RECORD CHECKS

### A. PURPOSE AND DELEGATION

The District is committed to providing a safe working environment for its employees and the public. It also seeks to protect its assets, preserve its reputation; and comply with laws, regulations, and agreements. All positions within the District regarding employment and/or continued employment are contingent upon a satisfactory background check.

The District will consider the seriousness and extensiveness of adverse information in making a determination of eligibility for employment. Job applicants and/or current employees who are subject to background checks are given an opportunity to explain any discrepancies between the job application and the results of the background check. Any misrepresentation on the job application either by omission or falsification of information may be grounds for denial of employment, withdrawal of an employment offer, or dismissal of an employee.

Criminal history records will be obtained, maintained, destroyed, considered, and relied upon and disseminated by the Executive Director and Human Resources Manager in accordance with this policy procedure.

These rules also establish the process by which the District:

1. Obtains criminal offender information record checks when the information is required to implement Oregon law and District policies that expressly refer to criminal conduct or exclusions expressly based on such conduct;
2. Authorizes employer to make decisions based on requirements or exclusions expressly contained in criminal offender information record checks;
3. Communicates decisions made based on criminal offender information, and;
4. Disseminates criminal offender information to authorized persons and subject individuals.

#### **B. AUTHORITY TO MAKE CRIMINAL RECORDS INQUIRIES**

The Executive Director or Human Resources Manager is authorized to request criminal background checks for employees through the Oregon State Police (OSP) Law Enforcement Data System (LEDS), the Federal Bureau of Investigation (FBI) and other contracted services. Inquiries shall be made, and information administered in accordance with the law and the District's agreement with these agencies.

#### **C. PROCESS FOR CRIMINAL OFFENDER INFORMATION RECORD CHECKS**

1. Criminal Offender information in the records of the OSP and the FBI will be obtained by the District through the OSP.
2. Prior to conducting criminal offender information records check, the District shall provide the subject notice that criminal offender information request may be made through the OSP and the FBI. The notice shall include a summary regarding the OSP process to challenge inaccurate criminal offender information and an applicant may be informed of such rights by contacting the OSP Identification Services Section.
3. Before the District commences a criminal offender information records check, the subject individual shall complete and sign a statement that:
  - a. Contains the name, address, date of birth, place of birth, gender, race, height, weight, eyes and hair color, Social Security Number and other identifying information about the subject individual called for in the FBI fingerprint card;
  - b. Affirms that the subject individual has not been convicted of a crime, **or** if the subject individual has been convicted of a crime, contains a description of the crime and the particulars of the conviction.
4. Notifies the subject individual of the subject individual's rights:
  - a. To inspect a copy of the subject individual's own Oregon criminal offender information records check; and
  - b. To challenge the accuracy and completeness of any information contained in Oregon criminal offender information records check obtained from the OSP as described under procedures adopted under ORS 181.555(3) and OAR Chapter 257.

- c. To correct errors in records maintained by the FBI.
5. Notify the subject individual that pending the completion of criminal offender information records check, the District shall prohibit the subject individual from working independently transporting passengers.
6. Each applicant shall be informed that any subject individual who refuses to sign a release authorizing the criminal history check or provides false information relating to his/her criminal history shall not be considered for employment or continued employment by the District in any capacity.
7. The criminal offender information records check shall be conducted solely for the purpose of determining whether the subject individual has been convicted of a crime that bears upon the subject individual's suitability and fitness for employment by the District.
8. The District shall pay the costs associated with obtaining Oregon and FBI criminal offender information.

#### **D. RESPONSIBILITIES IN MAINTENANCE, USE AND DESTRUCTION OF INFORMATION**

1. The District shall comply with federal and state laws, rules, and procedures in obtaining and handling criminal offender information, including that which is fingerprint based. This includes the agency agreement with the OSP, and the rules and procedures of the OSP as specified in OAR 257.010.0010 through 257.010.0050.
2. The District shall obtain criminal offender information to ascertain whether subject individuals required to undergo Oregon Law Enforcement Data System checks have been convicted of a crime that is related to their fitness and suitability to fulfill the requirements of employment with the District as established by the District.
3. Criminal offender information obtained from the OSP or the FBI shall not be used for any purpose other than that for which it was obtained; nor shall it be given to unauthorized persons or entities.
4. All criminal offender information (including summaries and facsimiles) is confidential and shall be maintained in locked file cabinets, accessible only for purposes directly connected with the administration of these rules, until it is destroyed.
5. The District shall destroy by shredding or burning all criminal offender information, including fingerprint cards, within 180 days from the date the criminal record was printed unless required as evidence when a subject individual has appealed the decision of an appointing authority to deny, revoke, or otherwise terminate the subject individual's employment.
6. Criminal offender information used in the District's contested case process, or other appeal processes shall be destroyed within 90 days of case resolution. However, the name of a subject individual and the subject individual's fitness determination status based on a criminal offender information records check shall be maintained by the District.

#### **E. CRIMES WHICH SHALL BE CONSIDERED**

When reviewing the qualifications of an applicant and in making fitness and suitability determinations, the Executive Director, and in cases deemed appropriate, the District's legal counsel and others with a need to access in order to effectuate the purposes of Oregon law and this policy, shall have access to criminal history information furnished to the District by the OSP and by the FBI. They shall consider the following factors.



1. The nature of the crime;
2. The facts that support the conviction or pending indictment or that indicate a false statement;
3. The relevancy, if any, of the crime or false statement to the position requirements; and
4. Intervening circumstances which are relevant to the responsibilities and circumstances of the position such as, but not limited, to the passage of time since the commission of the crime, age at the time of commission, restitution, likelihood of repetition of the behavior, subsequent commission of another relevant crime, and the credible recommendation of an employer or other reliable reference information obtained by the District.
5. They shall consider crimes committed in accordance with the following general guidelines:

GENERAL GUIDELINES FOR DETERMINING FITNESS FOR EMPLOYMENT			
	Type of Offense*	Class of Offense	Time Frame to Consider
1	Offenses against persons	Class A Felony Class B or C Felony Misdemeanor	Forever 15 years 10 years
2	Offenses against property	Class A Felony Class B or C Felony Misdemeanor	15 years 10 years 5 years
3	Offenses involving fraud or deception	Class C Felony Misdemeanor	10 years 5 years
4	Offenses against public order; firearms and other weapons-related offenses; racketeering	Class A Felony Class B or C Felony Misdemeanor	15 years 10 years 5 years
5	Offenses against public health, decency, and animals	Class A Felony Class B or C Felony Misdemeanor	15 years 10 years 10 years
6	Controlled substances, illegal drug cleanup, paraphernalia, precursors**	Class A, B or C Felony Misdemeanor	15 years 10 years

\*Any offense committed with a weapon, or which results in serious injury to any person shall be considered forever.

\*\*Consideration of crimes involving drugs shall include an appropriate current risk assessment, prior treatment, proof of recovery from an established and proven disability and confidence of the decision maker based on the totality of information received that the applicant has not current connection with illegal controlled substances and drug activity. The burden of establishing the absence of risk factors is on subject individuals.

The decision maker shall consider the following crimes provided for in the Criminal Code of the

State of Oregon, or substantially similar crimes committed in violation of federal law or the laws of other states:

Escape; supplying contraband; interfering with peace officer; resisting arrest; impersonation of peace officer; false law enforcement I.D. card; official misconduct; criminal homicide; aggravated murder; murder; manslaughter; criminal negligent homicide; assault; menacing; recklessly endangering another; criminal mistreatment; assault of a public safety officer; kidnapping; custodial interference; rape; sodomy; sexual abuse; contributing to the sexual delinquency of a minor; sexual misconduct; public indecency; bigamy; incest; buy or sell a person under 18 years of age; child neglect; using child in display of sexually explicit conduct; dealing in depictions of sexual conduct involving a child; paying for viewing of sexual conduct; encouraging child sexual abuse; possession of material depicting sexually explicit conduct of a child; failure to report child pornography; invasion of personal privacy; stalking; violating court's stalking order; theft; burglary; possession of burglar's tools; criminal trespass; arson; criminal mischief; robbery; forgery; harassment; interfering with public transportation; intimidation; unlawful use of weapon; carry on concealed weapon; unlawful possession of firearms; prostitution; promoting prostitution; compelling prostitution; sadomasochistic abuse or sexual conduct in live show; furnishing obscene materials to minors; sending obscene materials to minors; exhibiting an obscene performance to minors; displaying obscene materials to minors; animal abuse; animal neglect; providing liquor to a person under 21 or to intoxicated person; reckless driving; criminal driving while suspended; or revoked or in violation of a permit; fleeing or attempting to elude police; failure to perform duties of driver when property is damaged; hit and run vehicle (injury); driving under the influence of intoxicants.

The District shall not construe these rules as conferring any substantive or procedural rights on any applicant to appeal a determination that the applicant is not among the most qualified or most suitable for employment. Appeal rights shall not apply to any determination made in reliance on information provided by the applicant during the application process.

#### **F. DETERMINING FITNESS FOR A POSITION**

1. Authorized employees of the District shall review all criminal offender information and determine suitability and fitness for employment.
2. Subject 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 shall be terminated.
3. The District shall rely on the criminal offender information supplied by the OSP and/or the FBI until notified that the information has been changed or corrected.
4. Subject individuals required to undergo criminal offender records checks who have been convicted of any crime(s) listed in these rules (or the substantial equivalent of any crimes if the conviction occurred in another state or in Oregon under a different statutory name) or who have made material false statements about a conviction shall be disqualified from employment, and if employed shall be separated from employment.
5. In determining whether a subject individual is suitable and fit to be employed, the District shall consider the nature of the crime for which subject individual was convicted and connection between the conduct and suitability and fitness for employment. The District shall consider the facts that support the conviction and intervening circumstances. Factors to be considered in making a fitness determination include, but are not limited to:
  - a. The nature of the crime;

- b. The facts that support the conviction or pending indictment or indicate the making of a material false statement;
  - c. The relevancy, if any, of the conviction for a crime or the material false statement to the specific requirements of the subject individual's current or proposed license, certification or registration or other regulatory oversight by a qualified entity;
  - d. Passage of time since the conviction of the crime;
  - e. Circumstances surrounding the commission of the offense that demonstrate that repetition is unlikely;
  - f. Intervening circumstances since the commission of the offense;
  - g. A recommendation from an employer;
  - h. Any other information related to criminal activity engaged in by the subject individual; and
  - i. Relationship of the facts under subsections (a) through (h) of this section to the specific requirements of employment.
6. The District is granted immunity from any civil liability that might otherwise be incurred or imposed for determining pursuant to Oregon law and these policies and procedures that a subject individual is not fit to be employed or to retain provisional employment. The District shall not be liable for defamation, invasion of privacy, negligence, or any other civil claim in connection with lawful dissemination of information lawfully obtained under ORS 181.010 through 181.560, these policies and procedures, and procedures of the OSP.

#### **G. RELIANCE ON CRIMINAL HISTORY RECORDS IN THE CUSTODY OF THE DISTRICT OR OTHER QUALIFIED ENTITY SPECIFIED IN THIS POLICY**

The District may rely on disqualifying information revealed in criminal history information obtained at any earlier time by the District in cases where no question exists concerning the identity of the applicant.

#### **H. NOTICE OF DISQUALIFICATION**

The District shall inform subject individuals, in writing, who have been determined not suitable or fit for employment of such disqualification. The notice will indicate that the subject individual:

1. Has a right to review or challenge their Oregon criminal offender information in accordance with OSP procedures adopted per ORS 181.555(3) and OAR 257-010-0035; and
2. May challenge the accuracy or completeness of any entry on the subject individual's criminal offender information records check obtained from the FBI by filing a challenge with the Assistant Director of the FBI Identification Division, Washington, DC, 20537-9700.
3. The notice will indicate that the subject individual may appeal a fitness determination to be employed as an appeal described in these policies and procedures.

## **I. RIGHTS FOR REVIEW AND CONTESTED CASE HEARINGS FOR SUBJECT INDIVIDUALS**

1. The District has established an administrative appeal process by which a subject individual may appeal a fitness determination. A subject individual who desires to appeal may submit an appeal to the District.
2. A person who is disqualified from employment based on criminal history information provided by the Oregon State Police or the Federal Bureau of Investigation shall be provided written notification, which shall contain the District's procedure for appeal of that determination. The person may request a hearing in accordance with District procedures. Prior to scheduling a hearing, a mandatory conference shall be convened between the subject individual and the District to review all available information and determine the need for a hearing. The subject individual shall submit documentary evidence related to any inspection of or challenge of the accuracy of the criminal offender information record.
3. The issue at the conference and at a hearing shall be limited to the determination by the District that the person is disqualified based on a criminal offender information records check. The hearing shall not involve any consideration related to the accuracy or completeness of information provided by any law enforcement agency. The burden is on the subject individual to demonstrate to the satisfaction of the District that the individual in fact is suitable and fit for employment.
4. Failure to submit a proper request for a hearing or to appear at a scheduled conference or hearing shall constitute a waiver of the right to a hearing established by this Policy.
5. Any appeal hearing under this rule is not open to the public.
6. The Executive Director shall designate a hearings official to preside at the mandatory pre-hearing conference and the hearing itself, if conducted. Formal rules of evidence shall not apply. The hearings officer shall consider reliable and trustworthy evidence and sworn testimony and may limit the hearing in order to receive relevant and not redundant evidence. The hearings officer shall consider the record and submit to the Executive Director recommended findings of fact, conclusions, and a recommended action. The Executive Director may accept or modify the findings and conclusions of the hearings officer, or modify them, if the Executive Director so determines based on clear error.

### **2.3 PHYSICAL EXAMINATIONS**

If a bonafide job qualifications so require, 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 need not be limited to the ability to perform essential job functions and may include a base-line physical exam and other inquiry into the applicant's physical and/or mental condition.

In order to ensure continued qualification for employment, the District may request its employees to submit to a medical examination when the request is job related and consistent with business necessity at the District's expense. Medical examinations may be required to support family medical leave situations, including requests for second or third opinions and fitness for duty certifications, as provided by Family Medical Leave laws and the District's policies.

## **2.4 DRIVING RECORDS**

Employees who may be required to operate District vehicles must possess a valid Oregon driver's license and/or a Commercial Driver's License (CDL) and must comply with any operator's license restriction. All employees who may be permitted to drive on District business may at any time have their driving record checked by the District as permitted by applicable law.

If the record indicates violations, an employee may be subject to appropriate warnings or disciplinary action. As a condition of continued employment each employee who operates District vehicles must maintain a personal driving record that is within risk criteria, established by the District's insurer.

Job applicants' driving records are checked prior to being hired and may disqualify the applicant from being hired.

Employees who may be required to drive shall notify their immediate Supervisor/Manager or Human Resource Manager of any change in license status, and all traffic violations. Failure to report a traffic violation or change in license status to their immediate Supervisor/Manager or Human Resource Manager is viewed as a violation of District policy. The District monitors driving records as a component of risk management, confirmation of continued employment eligibility and in order to identify needs for driver improvement.

## **2.5 VETERAN'S PREFERENCE IN PUBLIC EMPLOYMENT**

If requested by an applicant Public employers grant a preference in hiring and promotion to qualifying veterans and disabled veterans if the hiring decision will be based on the results of a merit-based, competitive process. This process involves recruiting, selecting, and promoting employees on the basis of their relative ability, knowledge, experience and skills, determined by open competition and consideration of qualified applicants.

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 Human Resources 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 Human Resources Manager for an employment interview.

## **2.6 PRE-EMPLOYMENT DRUG SCREENING**

Applicants who are offered a "safety sensitive" position with the District will be required to consent to a pre-employment drug screen. All "safety sensitive" employees will remain on a random drug pool throughout their employment with the District. "Safety sensitive" is defined as "Discharge duties fraught with risk of injury to others that even a momentary lapse of attention can have disastrous consequences." Examples: Chief Operations Officer, Fixed Route Bus Driver Supervisor, Fixed Route Bus Driver, ParaTransit Supervisor, ParaTransit Bus Driver, Transportation Support Specialist, Maintenance Supervisor, Mechanic, Assistant Mechanic, Lot and Facility attendant, positions wherein driving, or dispatching is an essential aspect of daily duties.

All employees are monitored under the reasonable suspicion Drug and/or Alcohol Policy Section 2.9.

The applicant will be advised that the presence of one or more drugs will be cause for rejection from further consideration for employment, and that appointment to a position is contingent upon a negative drug test result.

The District will decline to extend a final offer of employment to any applicant with a verified positive test result, and such applicant may not reapply to the District for a period of twelve months. The District shall object to the applicant on the basis of failure to pass the drug screen, a lack of personal characteristics

necessary to relate to public employment or failure to support the goals of the District. The District shall inform such applicant that a confirmed presence of an illegal drug in the applicant's urine precludes the District from hiring the applicant.

## 2.7 DRUG AND ALCOHOL TESTING POLICY – ZERO TOLERANCE

### A. PURPOSE

1. SETD provides public transit and paratransit services for the residents of Clatsop County. Part of our mission is to ensure that this service is delivered safely, efficiently, and effectively by establishing a drug and alcohol-free work environment, and to ensure that the workplace remains free from the effects of drugs and alcohol in order to promote the health and safety of employees and the general public. In keeping with this mission, SETD declares that the unlawful manufacture, distribution, dispense, possession, or use of controlled substances or misuse of alcohol is prohibited for all employees.

2. Additionally, the purpose of this policy is to establish guidelines to maintain a drug and alcohol-free workplace in compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991. This policy is intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. Specifically, the Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 655, as amended, that mandates urine drug testing and breath alcohol testing for safety-sensitive positions and prohibits performance of safety-sensitive functions when there is a positive test result or a refusal to test. The U. S. Department of Transportation (USDOT) has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens.

3. Any provisions set forth in this policy that are included under the sole authority of SETD and are not provided under the authority of the above-named Federal regulations are underlined. Tests conducted under the sole authority of SETD will be performed on non-USDOT forms and will be separate from USDOT testing in all respects.

### B. APPLICABILITY

This Drug and Alcohol Testing Policy applies to all safety-sensitive employees (full or part-time) when performing safety sensitive duties. SETD employees that do not perform safety-sensitive functions are also covered under this policy under the sole authority of SETD. See Attachment A for a list of employees and the authority under which they are included.

A safety-sensitive function is operation of public transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, dispatchers or persons controlling the movement of revenue service vehicles and any transit employee who operates a non-revenue service vehicle that requires a Commercial Driver's License to operate. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment used in revenue service. A list of safety-sensitive positions who perform one or more of the above-mentioned duties is provided in Attachment A. Supervisors are only safety sensitive if they perform one of the above functions. Volunteers are considered safety sensitive and subject to testing if they are required to hold a CDL or receive remuneration for service in excess of actual expense.

## C. DEFINITIONS

*Accident:* An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

- a. An individual dies;
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn or windshield wipers that makes them inoperative.

*Adulterated specimen:* A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

*Alcohol:* The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation, or medication.

*Alcohol Concentration:* Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

*Aliquot:* A fractional part of a specimen used for testing; it is taken as a sample representing the whole specimen.

*Canceled Test:* A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is canceled. A canceled test is neither positive nor negative.

*Confirmatory Drug Test:* A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

*Confirmatory Validity Test:* A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

*Covered Employee Under FTA Authority:* An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

*Covered Employee Under District Authority:* An employee, applicant, or transferee that will not perform a safety-sensitive function as defined by FTA but is included under the district's own authority. (See Attachment A).

*Designated Employer Representative (DER):* An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required

decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

*DOT, The Department, DOT Agency:* These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline & Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG), in the Department of Homeland Security are considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency.

*Dilute specimen:* A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

*Disabling damage:* Damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if operated but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn or windshield wipers that makes them inoperative.

*Evidentiary Breath Testing Device (EBT):* A Device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations and appears on ODAPC's Web page for "Approved Evidentiary Breath Measurement Devices" because it conforms with the model specifications available from NHTSA.

*Initial Drug Test: (Screening Drug Test)* The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

*Initial Specimen Validity Test:* The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid

*Invalid Result:* The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

*Laboratory:* Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

*Limit of Detection (LOD):* The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

*Limit of Quantitation:* For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

*Medical Review Officer (MRO):* A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and



evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

*Negative Dilute:* A drug test result which is negative for the five drug/drug metabolites but has creatinine and specific gravity values that are lower than expected for human urine.

*Negative result:* The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug, or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen. An alcohol concentration of less than 0.02 BAC is a negative test result.

*Non-negative test result:* A urine specimen that is reported as adulterated, substituted, invalid, or positive for drug/drug metabolites.

*Oxidizing Adulterant:* A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites or affects the reagents in either the initial or confirmatory drug test.

*Performing (a safety-sensitive function):* A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

*Positive result:* The result reported by an HHS-Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

*Prohibited drug:* Identified as marijuana, cocaine, opioids, amphetamines, or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

*Reconfirmed:* The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

*Rejected for Testing:* The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

*Revenue Service Vehicles:* All transit vehicles that are used for passenger transportation service.

*Safety-sensitive functions:* Employee duties identified as:

1. The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
2. The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Driver's License (CDL).
3. Maintaining a revenue service vehicle or equipment used in revenue service.
4. Controlling the movement of a revenue service vehicle.
5. Carrying a firearm for security purposes.

*Split Specimen Collection:* A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

*Substance Abuse Professional (SAP):* A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by a District listed at <https://www.transportation.gov/odapc/sap>) with

knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

*Substituted specimen:* A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

*Test Refusal:* The following are considered a refusal to test if the employee:

1. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer.
2. Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
3. Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
4. In the case of a directly observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
5. Fail to provide a sufficient quantity of urine or breath without a valid medical explanation.
6. Fail or decline to take a second test as directed by the collector or the employer for drug testing.
7. Fail to undergo a medical evaluation as required by the MRO or the employer's Designated Employer Representative (DER).
8. Fail to cooperate with any part of the testing process.
9. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly observed test.
10. Possess or wear a prosthetic or other device used to tamper with the collection process.
11. Admit to the adulteration or substitution of a specimen to the collector or MRO.
12. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
13. Fail to remain readily available following an accident.
14. As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

*Vehicle:* A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

*Verified negative test:* A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

*Verified positive test:* A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels specified in 49 CFR Part 40 as revised.

*Validity testing:* The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

#### **D. EDUCATION AND TRAINING**

1. Every covered employee will receive a copy of this policy and will have ready access to the corresponding federal regulations including 49 CFR Parts 655 and 40, as amended. In addition, all covered employees will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training also includes manifestations and behavioral cues that may indicate prohibited drug use.

2. All supervisory personnel or District officials who are in a position to determine employee fitness for duty will receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

#### **E. PROHIBITED SUBSTANCES**

1. Prohibited substances addressed by this policy include the following.

- a. Illegally Used Controlled Substance or Drugs Under the Drug-Free Workplace Act of 1988 any drug or any substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), and as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times in the workplace unless a legal prescription has been written for the substance. This includes, but is not limited to marijuana, amphetamines, opioids, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. Also, the medical use of marijuana, or the use of hemp related products, which cause drug or drug metabolites to be present in the body above the minimum thresholds is a violation of this policy.

Federal Transit Administration drug testing regulations (49 CFR Part 655) require that all employees covered under FTA authority be tested for marijuana, cocaine, amphetamines, opioids, and phencyclidine as described in Section H of this policy. Illegal use of these five drugs is prohibited at all times and thus, covered employees may be tested for these drugs anytime that they are on duty.

- b. Legal Drugs: The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to a SETD Manager and/or Human Resources Officer and the employee is required to provide a written release from his/her doctor or pharmacist indicating that the employee can perform his/her safety-sensitive functions.

- c. Alcohol: The use of beverages containing alcohol (including any mouthwash, medication, food, candy) or any other substances containing alcohol in a manner which violates the conduct listed in this policy is prohibited.

## **F. PROHIBITED CONDUCT**

1. All covered employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited drug in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.
2. Each covered employee is prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will subsequently be relieved of his/her on-call responsibilities and subject to discipline for not fulfilling his/her on-call responsibilities.
3. The Transit Agency shall not permit any covered employee to perform or continue to perform safety-sensitive functions if it has actual knowledge that the employee is using alcohol.
4. Each covered employee is prohibited from reporting to work or remaining on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater regardless of when the alcohol was consumed.
  - a. An employee with a breath alcohol concentration which measures 0.02-0.039 is not considered to have violated the US DOT-FTA drug and alcohol regulations, provided the employee hasn't consumed the alcohol within four (4) hours of performing a safety-sensitive duty. However, if a safety-sensitive employee has a breath alcohol concentration of 0.02-0.039, US DOT-FTA regulation require the employee to be removed from the performance of safety-sensitive duties until:
    - i. The employee's alcohol concentration measures less than 0.02; or
    - ii. The start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.
5. No covered employee shall consume alcohol for eight (8) hours following involvement in an accident or until he/she submits to the post-accident drug/alcohol test, whichever occurs first.
6. No covered employee shall consume alcohol within four (4) hours prior to the performance of safety-sensitive job functions.
7. SETD, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.
8. Consistent with the Drug-free Workplace Act of 1988, all SETD employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the workplace including transit system premises and transit vehicles.

## **G. DRUG STATUTE CONVICTION**

Consistent with the Drug Free Workplace Act of 1998, all employees are required to notify the SETD management of any criminal drug statute conviction for a violation occurring in the workplace within five days after such conviction. Failure to comply with this provision shall result in disciplinary action as defined in Section Q of this policy.

## H. TESTING REQUIREMENTS

1. Analytical urine drug testing and breath testing for alcohol will be conducted as required by 49 CFR Part 40 as amended. All employees covered under FTA authority shall be subject to testing prior to performing safety-sensitive duty, for reasonable suspicion, following an accident, and random as defined in Section K, L, M, and N of this policy, and return to duty/follow-up. All employees covered under District authority will also be subject to testing for reasonable suspicion, post-accident, random and return to duty/follow-up using non-DOT testing forms.
2. A drug test can be performed any time the covered employee is on duty. A reasonable suspicion, random, or follow-up alcohol test can only be performed just before, during, or after the performance of a safety-sensitive job function Under SETD authority, a non-DOT alcohol test can be performed any time a covered employee is on duty.
3. All covered employees will be subject to urine drug testing and breath alcohol testing as a condition of ongoing employment with SETD. Any safety-sensitive employee who refuses to comply with a request for testing shall be removed from duty and subject to discipline as defined in Section Q of this policy.

## I. DRUG TESTING PROCEDURES

1. Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (HHS). All testing will be conducted consistent with the procedures set forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.
2. The drugs that will be tested for include marijuana, cocaine, opioids, amphetamines, and phencyclidine. After the identity of the donor is checked using picture identification, a urine specimen will be collected using the split specimen collection method described in 49 CFR Part 40, as amended. Each specimen will be accompanied by a DOT Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. The specimen analysis will be conducted at an HHS certified laboratory. An initial drug screen and validity test will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) or Liquid Chromatography/Mass Spectrometry (LC/MS) test will be performed. The test will be considered positive if the amounts of the drug(s) and/or its metabolites identified by the GC/MS or LC/MS test are above the minimum thresholds established in 49 CFR Part 40, as amended.
3. The test results from the HHS certified laboratory will be reported to a Medical Review Officer. A Medical Review Officer (MRO) is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive, substitute, or adulterated test result. The MRO will attempt to contact the employee to notify the employee of the non-negative laboratory result and provide the employee with an opportunity to explain the confirmed laboratory test result. The MRO will subsequently review the employee's medical history/medical records as appropriate to determine whether there is a legitimate medical explanation for a non-negative laboratory result. If no legitimate medical explanation is found, the test will be verified positive or refusal to test and reported to the SETD Drug and Alcohol Program Manager (DAPM). If a legitimate explanation is found, the MRO will report the test result as negative.

4. If the test is invalid without a medical explanation, a retest will be conducted under direct observation. Employees do not have access to a test of their split specimen following an invalid result.

5. Any covered employee who questions the results of a required drug test may request that the split sample be tested. The split sample test must be conducted at a second HHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the primary sample. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the Medical Review Officer within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted at the discretion of the MRO if the delay was due to documentable facts that were beyond the control of the employee. SETD will ensure that the cost for the split specimen analysis is covered in order for a timely analysis of the sample, however SETD will seek reimbursement for the split sample test from the employee.

6. If the analysis of the split specimen fails to confirm the presence of the drug(s) detected in the primary specimen, if the split specimen is not able to be analyzed, or if the results of the split specimen are not scientifically adequate, the MRO will declare the original test to be canceled.

7. The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary specimen is positive, it will be retained in frozen storage for one year and the split specimen will also be retained for one year. If the primary is positive, the primary and the split will be retained for longer than one year for testing if so, requested by the employee through the Medical Review Officer, or by the employer, by the MRO, or by the relevant DOT agency.

8. Observed collections

a. Consistent with 49 CFR Part 40, as amended, collection under direct observation (by a person of the same gender) with no advance notice will occur if:

- i. The laboratory reports to the MRO that a specimen is invalid, and the MRO reports to SETD that there was not an adequate medical explanation for the result;
- ii. The MRO reports to SETD that the original positive, adulterated, or substituted test result had to be cancelled because the test of the split specimen could not be performed;
- iii. The laboratory reported to the MRO that the specimen was negative-dilute with a creatinine concentration greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL, and the MRO reported the specimen as negative-dilute and that a second collection must take place under direct observation (see §40.197(b)(1)).
- iv. The collector observes materials brought to the collection site or the employee's conduct clearly indicates an attempt to tamper with a specimen;
- v. The temperature on the original specimen was out of range;
- vi. Anytime the employee is directed to provide another specimen because the original specimen appeared to have been tampered with.
- vii. All follow-up-tests; or

viii. All return-to-duty tests

## **J. ALCOHOL TESTING PROCEDURES**

1. Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved Evidential Breath Testing device (EBT) operated by a trained Breath Alcohol Technician (BAT). A list of EBTs can be found on ODAPC's Web page for "Approved Evidential Breath Measurement Devices". Alcohol screening tests may be performed using a non-evidential testing device (alcohol screening device (ASD) which is also approved by NHTSA. A list of approved ASDs can be found on ODAPC's Web page for "Approved Screening Devices to Measure Alcohol in Bodily Fluids". If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test must occur on an EBT. The confirmatory test will be conducted no sooner than fifteen minutes after the completion of the initial test. The confirmatory test will be performed using a NHTSA-approved EBT operated by a trained BAT. The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout, along with an approved alcohol testing form, will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40, as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

2. A confirmed alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy. The consequences of a positive alcohol test are described in Section Q. of this policy. Even though an employee who has a confirmed alcohol concentration of 0.02 to 0.039 is not considered positive, the employee shall still be removed from duty for at least eight hours or for the duration of the workday whichever is longer and will be subject to the consequences described in Section Q of this policy. An alcohol concentration of less than 0.02 will be considered a negative test.

3. SETD affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. If at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be cancelled. Minor inconsistencies or procedural flaws that do not impact the test result will not result in a cancelled test.

4. The alcohol testing form (ATF) required by 49 CFR Part 40 as amended, shall be used for all FTA required testing. Failure of an employee to sign step 2 of the ATF will be considered a refusal to submit to testing.

## **K. PRE-EMPLOYMENT TESTING**

1. All applicants for covered transit positions shall undergo urine drug testing prior to performance of a safety-sensitive function.

a. All offers of employment for covered positions shall be extended conditional upon the applicant passing a drug test. An applicant will not be allowed to perform safety-sensitive functions unless the applicant takes a drug test with verified negative results.

b. A covered employee shall not be placed, transferred, or promoted into a position covered under FTA authority or District authority until the employee takes a drug test with verified negative results.

- c. If an applicant fails a pre-employment drug test, the conditional offer of employment shall be rescinded, and the applicant will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.
- d. When an employee being placed, transferred, or promoted from a non-covered position to a position covered under FTA authority or District authority submits a drug test with a verified positive result, the employee shall be subject to disciplinary action in accordance with Section Q herein.
- e. If a pre-employment test is canceled, SETD will require the applicant to take and pass another pre-employment drug test.
- f. In instances where an FTA covered employee does not perform a safety-sensitive function for a period of 90 consecutive days or more regardless of reason, and during that period is not in the random testing pool the employee will be required to take a pre-employment drug test under 49 CFR Part 655 and have negative test results prior to the conduct of safety-sensitive job functions.
- g. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.
- h. Applicants are required (even if ultimately not hired) to provide SETD with signed written releases requesting-USDOT drug and alcohol records from all previous, USDOT covered, employers that the applicant has worked for within the last two years. Failure to do so will result in the employment offer being rescinded. SETD is required to ask all applicants (even if ultimately not hired) if they have tested positive or refused to test on a pre-employment test for a USDOT covered employer within the last two years. If the applicant has tested positive or refused to test on a pre-employment test for a USDOT covered employer, the applicant must provide SETD proof of having successfully completed a referral, evaluation and treatment plan as described in section 655.62 of subpart G.

#### **L. REASONABLE SUSPICION TESTING**

1. All SETD FTA covered employees will be subject to a reasonable suspicion drug and/or alcohol test when the employer has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. Reasonable suspicion shall mean that there is objective evidence, based upon specific, contemporaneous, articulable observations of the employee's appearance, behavior, speech or body odor that are consistent with possible drug use and/or alcohol misuse. Reasonable suspicion referrals must be made by one or more supervisors who are trained to detect the signs and symptoms of drug and alcohol use, and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse. A reasonable suspicion alcohol test can only be conducted just before, during, or just after the performance of a safety-sensitive job function. However, under SETD's authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty. A reasonable suspicion drug test can be performed any time the employee is on duty. All employees covered



under the sole authority of SETD will also be subject to non-USDOT reasonable suspicion testing procedures modeled off the provisions in 49 CFR Part 40.

2. SETD shall be responsible for transporting the employee to the testing site. Supervisors should avoid placing themselves and/or others into a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending disciplinary action described in Section Q of this policy. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending disciplinary action as specified in Section Q of this policy.

3. A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor making the observation. This written record shall be submitted to the SETD Designated Employer Representative (DER).

4. When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment consistent with Section Q of this policy. SETD shall place the employee on administrative leave in accordance with the provisions set forth under Section Q of this policy. Testing in this circumstance would be performed under the direct authority of the SETD. Since the employee self-referred to management, testing under this circumstance would not be considered a violation of this policy or a positive test result under Federal authority. However, self-referral does not exempt the covered employee from testing under Federal authority as specified in Sections L through N of this policy or the associated consequences as specified in Section Q.

#### **M. POST-ACCIDENT TESTING**

1. **FATAL ACCIDENTS** – A covered employee will be required to undergo urine and breath testing if they are involved in an accident with a transit vehicle, whether or not the vehicle is in revenue service at the time of the accident that results in a fatality. This includes all surviving covered employees that are operating the vehicle at the time of the accident and any other whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision.

2. **NON-FATAL ACCIDENTS** - A post-accident test of the employee operating the public transportation vehicle will be conducted if an accident occurs and at least one of the following conditions is met:

- a. The accident results in injuries requiring immediate medical treatment away from the scene unless the covered employee can be completely discounted as a contributing factor to the accident.
- b. One or more vehicles incurs a disabling damage as a result of the occurrence and must be transported away from the scene unless the covered employee can be completely discounted as a contributing factor to the accident.

In addition, any other covered employee whose performance could have contributed to the accident, as determined by the employer using the best information available at the time of the decision, will be tested.

As soon as practicable following an accident, as defined in this policy, the transit supervisor investigating the accident will notify the transit employee operating the transit vehicle and all other covered employees whose performance could have contributed to the accident of the need for the test. The supervisor will make the determination using the best information available at the time of the decision.

The appropriate transit supervisor shall ensure that an employee, required to be tested under this section, is tested as soon as practicable, but no longer than eight (8) hours of the accident for alcohol, and no longer than 32 hours for drugs. If an alcohol test is not performed within two hours of the accident, the Supervisor will document the reason(s) for the delay. If the alcohol test is not conducted within (8) eight hours, or the drug test within 32 hours, attempts to conduct the test must cease and the reasons for the failure to test documented.

Any covered employee involved in an accident must refrain from alcohol use for eight (8) hours following the accident, or until he/she undergoes a post-accident alcohol test.

An employee who is subject to post-accident testing who fails to remain readily available for such testing, including notifying a supervisor of his or her location if he or she leaves the scene of the accident prior to submission to such test, may be deemed to have refused to submit to testing.

Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident, or to prohibit an employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care.

In the rare event that SETD is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), SETD may use drug and alcohol post-accident test results administered by local law enforcement officials in lieu of the FTA test. The local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with local law.

## **N. RANDOM TESTING**

1. All covered employees will be subjected to random, unannounced testing. The selection of employees shall be made by a scientifically valid method of randomly generating an employee identifier from the appropriate pool of safety-sensitive employees. Employees covered under District authority will be selected from a pool of DOT-covered employees.
2. The dates for administering unannounced testing of randomly selected employees shall be spread reasonably throughout the calendar year, day of the week and hours of the day.
3. The number of employees randomly selected for drug/alcohol testing during the calendar year shall be not less than the percentage rates set each year by the FTA administrator. The current year testing rates can be viewed online at: <https://www.transportation.gov/odapc/random-testing-rates>.
4. Each covered employee shall be in a pool from which the random selection is made. Each covered employee in the pool shall have an equal chance of selection each time the selections are made. Employees will remain in the pool and subject to selection, whether or not the employee has been previously tested. There is no discretion on the part of management in the selection.

5. Covered transit employees that fall under the Federal Transit Administration regulations will be included in one random pool maintained separately from any testing pool that may be in place of non-safety-sensitive employees that are included solely under SETD authority.

6. Random tests can be conducted at any time during an employee's shift for drug testing. Alcohol random tests can only be performed just before, during, or just after the performance of a safety sensitive duty. However, under SETD's authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.

7. Employees are required to proceed immediately to the collection site upon notification of their random selection.

#### **O. RETURN-TO-DUTY TESTING**

SETD will terminate the employment of any employee that tests positive or refuses a test as specified in section Q of this policy. However, in the rare event an employee is reinstated with court order or other action beyond the control of the transit system, the employee must complete the return-to-duty process prior to the performance of safety-sensitive functions. All covered employees who previously tested positive on a drug or alcohol test or refused a test, must test negative for drugs, alcohol (below 0.02 for alcohol), or both and be evaluated and released by the Substance Abuse Professional (SAP) before returning to work. Following the initial assessment, the SAP will recommend a course of rehabilitation unique to the individual. The SAP will recommend the return-to-duty test only when the employee has successfully completed the treatment requirement and is known to be drug and alcohol-free and there are no undue concerns for public safety.

#### **P. FOLLOW-UP TESTING**

Covered employees that have returned to duty following a positive or refused a test will be required to undergo frequent, unannounced drug and/or alcohol testing following their return-to-duty test. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. The frequency and duration of the follow-up tests (beyond the minimums) will be determined by the SAP reflecting the SAP's assessment of the employee's unique situation and recovery progress. Follow-up testing should be frequent enough to deter and/or detect a relapse. Follow-up testing is separate and in addition to the random, post-accident, reasonable suspicion, and return-to-duty testing.

In the instance of a self-referral or a management referral, the employee will be subject to non-USDOT follow-up tests and follow-up testing plans modeled using the process described in 49 CFR Part 40. However, all non-USDOT follow-up tests and all paperwork associated with an employee's return-to-work agreement that was not precipitated by a positive test result (or refusal to test) does not constitute a violation of the Federal regulations will be conducted under District authority and will be performed using non-DOT testing forms.

#### **Q. RESULT OF DRUG/ALCOHOL TEST**

1. Any covered employee that has a verified positive drug or alcohol test or test refusal, will be removed from his/her safety-sensitive position, informed of educational and rehabilitation programs available, and will be provided with a list of at least two (2) USDOT qualified Substance Abuse Professionals (SAP) for assessment, and will be terminated.

2. Following a negative dilute the employee will be required to undergo another test. Should this second test result in a negative dilute result, the test will be considered a negative and no additional testing will be required unless directed to do so by the MRO.

3. Refusal to submit to a drug/alcohol test shall be considered equivalent to a positive test result and a direct act of insubordination and shall result in termination and referral to a list of USDOT qualified SAPs. A test refusal includes the following circumstances:

- a. Fail to appear for any test (excluding pre-employment) within a reasonable time, as determined by the employer.
- b. Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
- c. Fail to attempt to provide a breath or urine specimen. An employee who does not provide a urine or breath specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
- d. In the case of a directly observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
- e. Fail to provide a sufficient quantity of urine or breath without valid medical explanation.
- f. Fail or decline to take a second test as directed by the collector or employer for drug testing.
- g. Fail to undergo a medical evaluation, as required by the MRO or the employer's Designated Employer Representative (DER).
- h. Fail to cooperate with any part of the testing process.
- i. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly observed test.
- j. Possess or wear a prosthetic or other device used to tamper with the collection process.
- k. Admit to the adulteration or substitution of a specimen to the collector or MRO.
- l. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
- m. Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

4. An alcohol test result of  $\geq 0.02$  to  $\leq 0.039$  BAC shall result in the removal of the employee from duty for eight hours or the remainder of the workday whichever is longer. The employee will not be allowed to return to safety-sensitive duty for his/her next shift until he/she submits to a NON-DOT alcohol test with a result of less than 0.02 BAC.

5. In the instance of a self-referral or a management referral, disciplinary action against the employee shall include:

- a. Mandatory referral for an assessment by an employer approved counseling professional for assessment, formulation of a treatment plan, and execution of a return- to-work agreement;
  - b. Failure to execute or remain compliant with the return-to-work agreement shall result in termination from SETD employment.
    - i. Compliance with the return-to-work agreement means that the employee has submitted to a drug/alcohol test immediately prior to returning to work; the result of that test is negative; the employee is cooperating with his/her recommended treatment program; and, the employee has agreed to periodic unannounced follow-up testing as described in Section P of this policy; however, all follow-up testing performed as part of a return-to-work agreement required under section Q of this policy is under the sole authority of SETD and will be performed using non-DOT testing forms.
  - c. Refusal to submit to a periodic unannounced follow-up drug/alcohol test shall be considered a direct act of insubordination and shall result in termination. All tests conducted as part of the return-to-work agreement will be conducted under District authority and will be performed using non-DOT testing forms.
  - d. A self-referral or management referral to the employer's counseling professional that was not precipitated by a positive test result does not constitute a violation of the Federal regulations and will not be considered as a positive test result in relation to the progressive discipline defined in Section Q of this policy.
  - d. Periodic unannounced follow-up drug/alcohol testing conducted as a result of a self-referral or management referral which results in a verified positive shall be considered a positive test result in relation to the progressive discipline defined in Section Q of this policy.
  - f. A Voluntary Referral does not shield an employee from disciplinary action or guarantee employment with SETD.
  - g. A Voluntary Referral does not shield an employee from the requirement to comply with drug and alcohol testing.
6. Failure of an employee to report within five days a criminal drug statute conviction for a violation occurring in the workplace shall result in termination.

**R. GRIEVANCE AND APPEAL**

The consequences specified by 49 CFR Part 40.149 (c) for a positive test or test refusal is not subject to arbitration.

**S. PROPER APPLICATION OF THE POLICY**

SETD is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

## **T. INFORMATION DISCLOSURE**

1. Drug/alcohol testing records shall be maintained by the SETD Drug and Alcohol Program Manager and, except as provided below or by law, the results of any drug/alcohol test shall not be disclosed without express written consent of the tested employee.
2. The employee, upon written request, is entitled to obtain copies of any records pertaining to their use of prohibited drugs or misuse of alcohol including any drug or alcohol testing records. Covered employees have the right to gain access to any pertinent records such as equipment calibration records, and records of laboratory certifications. Employees may not have access to SAP follow-up testing plans.
3. Records of a verified positive drug/alcohol test result shall be released to the Drug and Alcohol Program Manager, and other transit system management personnel on a need-to-know basis.
4. Records will be released to a subsequent employer only upon receipt of a written request from the employee.
5. Records of an employee's drug/alcohol tests shall be released to the adjudicator in a grievance, lawsuit, or other proceeding initiated by or on behalf of the tested individual arising from the results of the drug/alcohol test. The records will be released to the decision maker in the proceeding.
6. Records will be released to the National Transportation Safety Board during an accident investigation.
7. Information will be released in a criminal or civil action resulting from an employee's performance of safety-sensitive duties, in which a court of competent jurisdiction determines that the drug or alcohol test information is relevant to the case and issues an order to the employer to release the information. The employer will release the information to the decision maker in the proceeding with a binding stipulation that it will only be released to parties of the proceeding.
8. Records will be released to the DOT or any DOT agency with regulatory authority over the employer or any of its employees.
9. Records will be released if requested by a Federal, state or local safety agency with regulatory authority over SETD or the employee.
10. If a party seeks a court order to release a specimen or part of a specimen contrary to any provision of Part 40 as amended, necessary legal steps to contest the issuance of the order will be taken
11. In cases of a contractor or sub-recipient of a state department of transportation, records will be released when requested by such agencies that must certify compliance with the regulation to the FTA.

This Policy was adopted by the SETD on June 28, 2018, and updated on September 24, 2020.

## Attachment A

### Covered Classifications for SETD (all non-safety sensitive positions)

<u>Job Title</u>	<u>Job Duty</u>	<u>Testing Authority</u>
Executive Director	Director, Clerical	SETD
Executive Assistant	Assistant, Clerical	SETD
Financial Officer	Finance, Clerical	SETD
Human Resource Manager	Manager, Clerical	SETD
Mobility Management Manager	Manager, Clerical	SETD
Payroll/Accounting Clerk	Finance, Clerical	SETD
CSR (Client Services Representative)	Call Taker, Clerical	SETD

### Covered Classifications for FTA (all safety sensitive positions)

<u>Job Title</u>	<u>Job Duty</u>	<u>Testing Authority</u>
Chief Operating Officer	Officer, Operations	FTA
Transportation Support Specialist	Assistant, Dispatcher	FTA
Fixed Rt. Driver Supervisor	Supervisor, Drive bus	FTA
Fixed Rt. Driver	Drive bus	FTA
Paratransit Supervisor	Supervisor, Dispatcher	FTA
Paratransit Driver	Drive bus	FTA
Maintenance Supervisor	Supervisor, Mechanic	FTA
Mechanic	Mechanic	FTA
Mechanic Assistant	Mechanic	FTA
Lot Attendant	Bus Maintenance	FTA

Attachment B

**SETD**

Drug & Alcohol Program Manager

Name: Sue Farmer  
Title: HR Manager  
Address: 900 Marine Dr.; Astoria, OR 97103  
Telephone Number: (503) 861-5362

Collection Site

Name: Brenda Hartman  
Title: Owner/ Certified DOT Collector  
Address: 737 E. Harbor Place Suite B; Warrenton, OR 97146  
Telephone Number: (503) 861-0693

Third Part Administrator

Name: BIO-MED Testing Services Inc.  
Title: Certified Consortium- Third Party Administrator - Tina Pinard, DOT Program Manager  
Address: 3110 25<sup>th</sup> Street SE ; Salem, OR 97302  
Telephone Number: (503) 585-6654

Medical Review Officer

Name: Matthew Noble, MD  
Title: Certified MRO  
Address: 3110 25<sup>th</sup> Street SE, Rm 202; Salem, OR 97302  
Telephone Number: (206) 242-0855

Substance Abuse Professional

Name: Peter Barbur, LPC, MPH  
Title: Certified SAP  
Address: 1007 NE Broadway, Suite 220; Portland, OR 97232  
Telephone Number: (503) 295-7974

Substance Abuse Professional

Name: Lynnette Clark,  
Title: Certified SAP  
Address: 2810 NE 259<sup>th</sup> Street; Ridgefield, WA 98642  
Telephone Number: 360-907-8894

HHS Certified Laboratory Primary Specimen

Name: Metro Lab Legacy Laboratory Services  
Address: 1225 NE 2<sup>nd</sup>; Portland, OR 97232  
Telephone Number: (503) 413-5295

HHS Certified Laboratory Split Specimen

Name: Clinical Reference Laboratory  
Address: 8433 Quivira; Lenexa, KS 66215  
Telephone Number: (800) 445-6915



## **2.8 NEW EMPLOYEE ORIENTATION**

New employees are expected to attend a thorough orientation on the first day of employment. This helps to ensure positive integration into our operations and helps new employees start a productive and satisfying employment relationship. At the orientation, you will receive detailed information about general policies, procedures, benefits, and basic information on pay and leave policies.

## **2.9 PROBATIONARY PERIOD**

As a new employee, you are hired on a ninety (90) day probationary period. The probationary period is an extension of the employee selection process. During this period, you are considered to be in training and under observation and evaluation by supervisors. An evaluation of your adjustment to work tasks, conduct and other work rules, attendance, and job responsibilities will be conducted during the probationary period. This period gives you an opportunity to demonstrate satisfactory performance for the position and provides an opportunity for us to see if your abilities and the requirements of the position match. It is also a chance to see if we meet your expectations as an employer.

Your performance will be evaluated at the end of the probationary period, and a decision about your employment status will be made and shared with you in writing. If you have successfully completed the probationary period, you will be moved to regular status. Movement to regular status does not alter the at-will condition of your employment. If your skills border on satisfactory, but fall a little short, the probationary period may be extended if there is reason to believe that your skills will improve within sixty (60) days. This period may be extended only by approval of the Human Resources Manager. The request for an extension won't be approved if it is submitted after the normal conclusion of your probationary period. If expectations are not met or if your skills are not satisfactory, it is unlikely that your employment will continue.

## **2.10 PROMOTIONS AND TRANSFER TRAINING PERIOD**

If you are promoted or transferred to a new position, you must also complete a probationary period of ninety (90) days to determine the suitability of the placement and your ability to satisfactorily perform the required work. If it is determined that the job change is not working during this period, you will be returned to your original job if a vacancy exists. Otherwise, you will be assigned to any other vacant job we deem suitable. If no such job is vacant, your employment may be terminated. If you are placed in a job other than your original job, the pay and benefits may be adjusted.

## **2.11 RE-EMPLOYMENT**

Employees who resign from the District in good standing may be eligible for re-employment consideration. Applications received from former employees will be considered and processed using the same procedures and standards that govern all other applicants. Previous performance with the District will be evaluated if the reference check phase is reached. We are not obligated to rehire former employees.

## **2.12 CREDIT FOR PRIOR SERVICE**

Non-represented employees who are rehired by SETD will receive credit for prior time worked as follows:

- A. Employees who were separated because of a reduction in workforce will receive credit for prior time worked for the purposes of benefit eligibility if they are re-employed within one (1) year after the separation date. They will be eligible for reinstatement of benefits, on the 1<sup>st</sup> day of the month, within the first thirty (30) days of re-employment.
- B. Employees who voluntarily resigned from their employment with SETD will receive credit for prior time worked for the purposes of benefit eligibility, subject to management approval, if re-employed within six (6) months after the resignation date. However, a new anniversary date will be established based on the date of rehire.

C. All other rehires shall be considered new employees, except where the Employee Retirement Income Security Act may rule otherwise for pension purposes.

### **2.13 EMPLOYMENT CLASSIFICATIONS**

Employee status is categorized to make distinctions in employment-related conditions and to aid in a better understanding of employment relationships within the District. Employees may be considered probationary, full-time, or part-time, or temporary as described below:

Regular Full-time: A regular full-time employee is an employee who has completed the ninety (90) day probationary period and who is regularly scheduled to work a minimum of thirty (30) hours per week.

Regular Part-time: A regular part-time employee is an employee who has completed the ninety (90) day probationary period and who is regularly scheduled to work an average of twenty (20) but less than thirty (30) hours per week on a continuing basis over a bi-annual period, defined as January 1-June 30 and July 1-December 31.

Temporary: An employee who is hired for a specified period of time, usually no more than six (6) months. This classification is typically not eligible for benefits, except for those mandated by law.

Employees are further classified according to federal and state wage and hour laws as exempt or non-exempt, as defined below. Management will make the appropriate designation regarding the status for each new position or when a position changes substantially. If you are uncertain as to your status, ask your supervisor/manager.

Exempt: An employee who is exempt from the overtime pay and minimum wage requirements under federal and state laws. Exempt employees include executives, managers and others who are generally paid a salary and whose duties and responsibilities allow them to be exempt under federal and state law.

Non-exempt: An employee who is paid an hourly wage and whose job generally calls for the payment of minimum wage and overtime as specified under state or federal regulations.

### **2.14 DURATION OF EMPLOYMENT**

All employees are hired for an unspecified duration. The District may 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 the policies and procedures set forth in Policy 3.17.

### **2.15 ANNIVERSARY DATES**

The anniversary date used to determine vacation and step increases of an employee shall be the employee's hire date.

### **2.16 VOLUNTEERS**

Volunteers are not employees of the District. Volunteers receive only those benefits expressly conferred in writing or by law. The service of a volunteer may be discontinued at any time for any reason. Volunteers must understand all applicable rules, policies, and practices of the District, and will be held to the same standard of performance as applies to regular employees. Volunteers serve at the pleasure of the District, and either party may end the volunteer arrangement at any time.

## 2.17 LAYOFFS

If a one (1) year period of reduction in the District workforce becomes 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:

- Part-time non-represented employees, according to length of service and qualifications.
- Full-time non-represented employees, according to length of service and qualifications.

It is District policy that layoffs shall not be utilized as a method of dismissal. The District will provide optional information to the non-represented employees who may be or who are subject to layoff regarding resigning or retiring in lieu of layoff. Dismissals shall comply with statutes relating thereto.

In lieu of layoffs the District may reduce the hours of work of any non-represented District personnel. The District will institute Consolidated Omnibus Budget Reconciliation Act (COBRA) notification as appropriate.

- A. A non-represented employee who is laid off shall be placed on a Call Back list for the class of position from which they were laid off. This Call Back list will be set up by length of service but will take into consideration all factors of qualifications for the classification being rehired for.
- B. For a period of one (1) year, a non-represented laid-off employee shall be offered first opportunity of an open position before any new applicant or another laid-off non-represented employee with lesser length of service that is already on the Call Back list.
- C. For a period of one (1) year, a laid-off non-represented employee shall not be removed from the Call Back list unless:
  1. They notify SETD in writing that they no longer desire consideration for a position on the Call Back list.
  2. They decline two (2) written offers of employment for the same classification they were in before the layoff and the category of work is accepted, i.e., part-time, or full-time.
  3. Without good cause, if, they fail to report for an interview and/or work.
  4. They have been convicted of a felony within the preceding one (1) year and their civil rights have not been restored or they have not been pardoned by the Governor.
  5. They cannot be located by postal authorities at the last address provided by them.
- D. Conviction of a non-job-related misdemeanor, during the layoff period, shall not constitute grounds for automatic disqualification; however, it may be considered with the qualifications for the position being hired.
- E. When a laid-off non-represented employee is removed from a Call Back list they shall be notified in writing.

- F. When a laid off non-represented employee has been called back to accept a bona fide offer of employment to any position effective on a specified date, the following will occur:
1. Non-represented employee name will be removed from the Call Back list as per 2.19 (A);
  2. Non-represented employee will be brought back at the wage scale of the position being offered;
  3. Depending on status of employment, Part-Time or Full-Time, non-represented employee will begin to receive all benefits stated under Section 2.14 (A) of this policy manual and at that specified time.
  4. Non-represented employee will keep their original hire date from before the layoff, knowing a new list will be established for the laid off employees that are called back to work, which will take into account the break of service;
  5. Non-represented employee passes the required pre-employment drug test, if it has been more than ninety (90) days since they had worked for SETD, if a safety-sensitive non-represented employee; and
  6. Represented employees can give copies of a valid Commercial Driver's License and a current DOT physical, if a driver or mechanic.

## **2.18 VOLUNTARY RESIGNATION**

To voluntarily resign in good standing, an employee is requested to submit a written letter of resignation to the Supervisor/Manager allowing at least ten (10) working days advance notice. Salaried personnel are requested to give two (2) weeks written notice. Failure to submit a timely written resignation may preclude the individual from future employment opportunities with the District. We reserve the right to accept your resignation effective immediately and separate employment, even if notice is provided. The Human Resources Manager is expected to have an exit interview with each employee leaving. Without proper notice a final check will be available per BOLI rules.

Upon resignation, accrued annual leave except for sick leave will be paid in a lump sum provided the employee has worked the number of months required. An employee's eligibility in the medical and dental plan will cease on the first day of the month following the date of resignation. COBRA continuation coverage for the medical and dental plan is available to all employees who are participating at the time of their resignation.

## **2.19 INVOLUNTARY TERMINATION**

Upon the Executive Director or designee's determination of need for discharge, the Executive Director or designee will contact legal counsel for consultation of affirmative actions or requirements for discharge of an employee. The documentation, discipline and ultimate discharge will be considered. If legal counsel is not available, the Executive Director or designee may send the employee in question home on administrative leave until the next scheduled shift or up to three (3) days at which time the Executive Director or designee may be contacted. If discharge is agreed upon, the Executive Director or designee will have a final payroll check cut and prepare for the exit interview. This should be done at the start of the employee's next scheduled shift.

Upon termination, accrued vacation will be paid in a lump sum provided the employee has worked the number of months required. Accrued sick leave is not paid out. An employee's eligibility in the medical and dental plan will cease on the first day of the month following the date of resignation. COBRA

continuation coverage for the medical and dental plan is available to all employees who are participating at the time of their termination.

## **2.20 OUTSIDE EMPLOYMENT (MOONLIGHTING)**

### **A. Object**

SETD recognizes that some employees may need or want to hold additional jobs outside their employment with the company. Employees of SETD are permitted to engage in outside work or hold other jobs, subject to certain restrictions based on reasonable business concerns.

### **B. Procedures**

SETD applies this policy consistently and without discrimination to all employees, and in compliance with all applicable employment and labor laws and regulations. The following rules for outside employment apply to all employees notifying their supervisors or managers of their intent to engage in outside employment:

- Work-related activities and conduct away from SETD must not compete with, conflict with, or compromise the company's interests or adversely affect job performance and the ability to fulfill all responsibilities to SETD. Employees are prohibited from performing any services for customers of SETD that are normally performed by SETD. This prohibition also extends to the unauthorized use of any company tools or equipment and the unauthorized use or application of any company confidential information. In addition, employees may not solicit or conduct any outside business during work time for SETD.
- SETD employees must carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. If outside work activity causes or contributes to job-related problems at SETD, the employee will be asked to discontinue the outside employment, and the employee may be subject to the normal disciplinary procedures for dealing with the resulting job-related problem(s).
- Employees may not use SETD paid sick leave to perform work for another employer.
- The District will notify an employee at any time outside employment is found to 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.

## **2.21 EMPLOYMENT RECORD KEEPING**

### **Access to Personnel Files**

The District maintains a personnel record for each employee, and access to those records is restricted to authorized persons only. The records contain applications, written evaluations, performance counseling notices, correspondence, and other information pertinent to employment. Authorized persons are individuals in a direct line of supervision over the employee to whom the file applies or any management representative involved in a pending personnel action.

Your personnel file is available for review, except for any references and other material exempt from disclosure under state law, by making advance arrangements with the Human Resources Manager. We

will provide copies of personnel records or files as required by law, but you may be asked to reimburse us for the reasonable cost of providing copies.

### **Change in Personal Data**

Keeping your personnel records current can be important to you with regard to pay, payroll deductions, benefits, and other matters. If you have changes in any of the following items of information, please notify the Human Resources Manager:

- Name
- Marital status
- Address
- Telephone number(s)
- Email address
- Dependent(s)
- Beneficiary(ies)
- Person to be notified in case of emergency
- Job-related physical or other limitations that impact employment
- Other information having a bearing on your employment

A Change in Personal Data form is available for your use in reporting any changes in your personal information.

# **EMPLOYMENT RELATIONS AND CONDUCT**

## SECTION 3 – EMPLOYMENT RELATIONS & CONDUCT

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### 3.1 TEAMWORK AND EXCELLENCE

SETD believes policies and procedures are essential for the orderly operation of our District and for the protection and fair treatment of all employees. As a result, we have clearly identified performance expectations so that each employee behaves according to our workplace standards. Courtesy and common sense should always prevail. The following work rules are not all-inclusive but serve as guidelines to demonstrate the work behaviors considered important to SETD.

1. You are expected to be at work on time, to stay until your workday ends, and to do the work assigned to or requested of you. If you are unable to be at work on time, you are expected to contact your immediate supervisor promptly.
2. You are expected to regard your workplace with respect and attention. SETD records, equipment, and property are to be treated carefully and appropriately. You are responsible for those items in your custody and will be held accountable for their maintenance, appropriate use, and accuracy.
3. You are expected to act in accordance with all appropriate codes, laws, regulations, and policies, regardless of whether they are set by SETD or by outside regulatory bodies.
4. You are expected to conduct yourself in a professional manner, exhibiting a high regard for our customers, vendors, business associates, and for co-workers. No breach of professional behavior (abusive language, harassment, personal business during work time, etc.) will be condoned.
5. You are expected to maintain the confidentiality of District information or customer information in your possession (*i.e.*, personnel information, etc.).

This information regarding our behavioral expectations should help guide employee actions. You are urged to use reasonable judgment and to seek advice in doubtful or unclear situations. If all employees do their best to meet both the spirit and intent of these guidelines, disciplinary issues will be minimal. It is our policy to resolve conduct and performance problems in the most informal and positive manner possible; however, conduct which falls outside of the above guidelines will result in corrective action, up to and including termination.

We also believe that all our employees should have an opportunity to be heard in matters involving discipline; therefore, we have adopted a formal Appeal of Discipline Action, which can be found in Section 3.21.

### 3.2 PERSONAL CONDUCT

A 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.



### **3.3 ETHICS FOR DISTRICT EMPLOYEES**

We believe in treating people with respect and adhering to ethical and fair practices. All Public Officials are held accountable to the states Ethics laws found in ORS 244.

#### **Public Officials**

A public official includes anyone serving the State of Oregon or any of its political subdivisions or any other public body in any of the listed capacities, including as an “agent.” An “agent” means any individual performing governmental functions. Governmental functions are services provided on behalf of the government as distinguished from services provided to the government. This may include private contractors and volunteers, depending on the circumstances.

Upon employment with our District, you became a Public Official.

#### **Gifts**

During a calendar year, a public official, a candidate or a relative or member of the household of the public official or candidate may not solicit or receive, directly or indirectly, any gift or gifts with an aggregate value in excess of \$50 from any single source that could reasonably be known to have a legislative or administrative interest.

During a calendar year, a person who has a legislative or administrative interest may not offer to the public official or a relative or member of the household of the public official any gift or gifts with an aggregate value in excess of \$50.

During a calendar year, a person who has a legislative or administrative interest may not offer to the candidate or a relative or member of the household of the candidate any gift or gifts with an aggregate value in excess of \$50.

#### **Use of Official Position or Office**

A public official may not use or attempt to use official position or office to obtain financial gain or avoidance of financial detriment for the public official, a relative or member of the household of the public official, or any business with which the public official or a relative or member of the household of the public official is associated, if the financial gain or avoidance of financial detriment would not otherwise be available but for the public official's holding of the official position or office.

Except:

- Any part of an official compensation package as determined by the public body that the public official serves.
- The receipt by a public official or a relative or member of the household of the public official of an honorarium or any other item allowed under ORS 244.042 (Honoraria).
- Reimbursement of expenses.
- An unsolicited award for professional achievement.
- Gifts that do not exceed the limits specified in ORS 244.025 (Gift limit) received by a public official or a relative or member of the household of the public official from a source that could reasonably be known to have a legislative or administrative interest.
- Gifts received by a public official or a relative or member of the household of the public official from a source that could not reasonably be known to have a legislative or administrative interest.
- The receipt by a public official or a relative or member of the household of the public official of any item, regardless of value, which is expressly excluded from the definition of “gift” in ORS 244.020 (Definitions).
- Contributions made to a legal expense trust fund established under ORS 244.209 (Application to establish fund) for the benefit of the public official.

A public official may not solicit or receive, either directly or indirectly, and a person may not offer or give to any public official any pledge or promise of future employment, based on any understanding that the vote, official action, or judgment of the public official would be influenced by the pledge or promise.

A public official may not attempt to further or further the personal gain of the public official through the use of confidential information gained in the course of or by reason of holding position as a public official or activities of the public official.

A person who has ceased to be a public official may not attempt to further or further the personal gain of any person through the use of confidential information gained in the course of or by reason of holding position as a public official or the activities of the person as a public official.

A person may not attempt to represent or represent a client for a fee before the governing body of a public body of which the person is a member. This subsection does not apply to the person's employer, business partner or other associate.

The provisions of this section apply regardless of whether actual conflicts of interest or potential conflicts of interest are announced or disclosed under ORS 244.120

### **Honoraria**

A public official may not solicit or receive, whether directly or indirectly, honoraria for the public official or any member of the household of the public official if the honoraria are solicited or received in connection with the official duties of the public official.

A public official may receive of an honorarium or a certificate, plaque, commemorative token, or other item with a value of \$50 or less; or receive an honorarium for services performed in relation to the private profession, occupation, avocation or expertise of the public official or candidate.

### **Financial Interest in Public Contracts**

A person who ceases to hold a position as a public official may not have a direct beneficial financial interest in a public contract for two years after the date the contract was authorized.

You are required to inform us of any activity that is ongoing or planned that may be or is a conflict with these laws. We will work with the State Ethics commission to determine the appropriate steps for resolution.

Failure to meet these standards will result in investigation and, depending on the outcome, result in discipline up to and including separation.

## **3.4 POLITICAL ACTIVITIES FOR DISTRICT EMPLOYEES**

### **A. Official Position Campaigning**

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

### **B. 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.

### **3.5 CONFIDENTIALITY – DISTRICT AND CLIENTS**

At SETD, employees have access to highly confidential information, including information about our District and our clients. Our clients trust us with confidential information and disclosing this information without authorization would have a materially adverse impact on our integrity and on our relationships with our clients. Employees must not disclose any information pertaining to the District or its clients without prior explicit approval of their Supervisor/Manager and must sign a form stating such.

#### **A. District Records or Information**

No District records or information, including documents, files, records, computer files, and similar materials may be removed from our premises without permission from SETD, except in the ordinary course of performing duties on behalf of SETD. Additionally, the contents of District records or information otherwise obtained in regard to business may not be disclosed to anyone except where required for a District purpose. This prohibition also applies to items posted on a blog or website. Employees are subject to appropriate corrective action, up to and including termination, for revealing confidential information.

#### **B. Employee Records**

SETD's philosophy is to safeguard personal employee information in its possession to ensure the confidentiality of this information. Additionally, the District will only collect personal information that is required to pursue its operations and to comply with government reporting and disclosure requirements. Personal information collected by the District includes employee names, addresses, telephone numbers, e-mail addresses, emergency contact information, EEO data, social security numbers, date of birth, employment eligibility data, benefit plan enrollment information, which may include dependents' personal information, and school/college or certification credentials. All pre-employment inquiries, including reference check records, as well as former employee files are maintained in locked, separate areas and are not used by the District in the course of business operations.

Personal employee information will be considered confidential and, as such, will be shared only as required and with those who have a need for access to such information. All hard copy records will be maintained in locked, secured areas with access limited to those who have a need for such access. Personal employee information used in business system applications will be protected under District proprietary electronic transmission and Virtual Private Network policies and security systems. Participants in District benefit plans should be aware that personal information will be shared with plan providers as required for claim handling or record keeping needs.

District-assigned information, which may include organizational charts, department titles and staff charts, designated positions, department budgets, District coding and recording systems, telephone directories, e-mail lists, and District facility or location information and addresses, is considered by the District to be proprietary District information to be used for internal purposes only. The District retains the right to communicate and distribute such information as it feels necessary to conduct business operations.

If an employee becomes aware of a breach in maintaining the confidentiality of any personal information, the employee should report the incident to the Human Resources Manager or Executive Director. The Human Resources Manager or Executive Director has the responsibility to investigate the incident and take corrective action. Please understand that the reasonableness of actions taken in these circumstances will be taken into consideration. Examples of the release of personal employee information that will not be considered a breach include the following:

- Release of partial employee birth dates (*i.e.*, day and month, which is not considered confidential and will be shared with supervisors/managers who elect to recognize employees on such dates).

- Personal telephone numbers or e-mail addresses may be distributed to supervisors/managers in order to facilitate District work schedules or business operations.
- Employee identifier information used in salary or budget planning, review processes, and for timekeeping purposes will be shared with supervisors/managers.
- Employees' District anniversary dates will be distributed to appropriate Supervisors/Managers periodically.
- Employee and dependent information may be distributed in accordance with open enrollment processes, for periodic benefit plan changes, or for benefit statement updates.

Should a security breach occur, you will be notified in writing as soon as possible.

### **3.6 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 and on time every scheduled workday. Recurring and excessive absences and/or tardiness are 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 (refer to Section 3.18 for additional information).

If employees are unable to report for work, they shall notify the supervisor on duty as soon as possible, but in no event later than two (2) hours or one-hundred and twenty (120) minutes prior to their scheduled starting time, except in the event of emergencies making it impossible to give notice. In the latter event, the employee shall give notice as soon as possible.

If an employee becomes sick during the day, the supervisor or designee must be notified before the employee leaves work. The employee must comply with the notice requirements under family leave laws, which may provide for later notification of inability to work than is otherwise required by this policy if the need for the leave is unanticipated.

If the employee has worked less than 50% of their shift, it will count as an absence. If the employee has worked 50% of their shift or more, it will count as one-half (½) of an absence. Consecutive absences are considered continuous unless broken by any period of work. Employees will be paid regular time for hours worked and, if available, paid sick time for hours missed. Legally protected absences will not be used as a basis for discipline; however, if an employee provides false or misleading information about an absence, including the reason for the absence, the employee will be subject to discipline, up to and including termination (Refer to Section 3.18) for further information on disciplinary action related to absenteeism and punctuality.

### **3.7 DRESS CODE AND GROOMING**

Employees contribute to the atmosphere and reputation of SETD in the way they present themselves. A professional appearance is essential to a favorable impression with customers. Good grooming and appropriate dress reflect employee pride and inspire customer confidence.

We are committed to creating a diverse, inclusive, and equitable workplace that values and respects all individuals, regardless of their natural hair texture and hairstyle. We recognize that natural hair is an essential part of self-expression and cultural identity and discrimination based on these attributes is not acceptable in our organization.

Managers have the discretion to determine appropriateness in appearance. Employees who do not meet a professional standard may be sent home to change and may not be paid for that time off. A basic essential of appropriate dress includes the need for clothing to be neat and clean. A reasonable standard of dress rules out overly-revealing clothing, tank tops, halter-tops, or any extreme in dress, accessory, fragrance or hairstyle.

Additionally, clothing, jewelry, and hair should not be loose or dangle in such a way that creates any kind of safety hazard.

Body piercing jewelry and body art that does not convey a professional image should not be visible.

Management may make exceptions to the Dress Code for special occasions. An employee unsure of what is appropriate should check with the Human Resources Manager.

Business casual dress will be permitted and is defined as follows:

- Casual shirts: All shirts with collars. This will include shirts and blouses, golf and polo shirts.
  - Inappropriate: T-shirts, shirts with inappropriate slogans, tank tops, muscle shirts, and crop tops. T-shirts may be approved and provided for specific events only.
- Pants: Casual slacks and trousers. Jeans must be without holes, frays, etc.
  - Inappropriate: Shorts, except for walking shorts.
- Footwear: Depending on the department, rubber soled, closed toe shoes are recommended.

Some departments may require specific guidelines. People who need to leave work to change clothes for meetings must utilize personal time or vacation time. If you are meeting clients business dress is always appropriate. These policies may be changed as fashion trends in clothing for the business world changes.

The employee's name badge is an important part of how we all represent ourselves to SETD customers. It is necessary that the name badge be clean and worn at all times when engaging with the public.

### **3.8 APPEARANCE OF WORK AND BREAK AREAS**

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

It is the responsibility of each employee to clean up after themselves when using the break area to provide and maintain clean, safe, and healthy conditions. Cleaning supplies are provided by the District.

### **3.9 USE OF PERSONAL AND EMPLOYER PROVIDED CELL PHONES**

District phones are to be used for District purposes. Telephone calls and text messaging of a personal nature (incoming or outgoing) should be kept to a minimum and made during breaks or lunch periods whenever possible. Under no circumstances should an employee charge a long-distance call to the District unless it is work related. Friends and relatives should be discouraged from calling during working hours except in emergencies.

The District specifically reserves the right to access, monitor and disclose all matters received, disseminated, or stored on its phone systems at any time and for any reason, and may do so with or without notice.

All phone conversations on the district phones can be monitored by the Executive Director, Supervisor/Manager or Human Resources Manager for use in employee performance evaluation purposes involving customer service.

### **3.10 COMPUTER/NETWORK ACCEPTABLE USE POLICY**

#### **Electronic Communication Systems**

SETD provides electronic communication systems to maintain superior communications both within the District and with outside clients and vendors. You are encouraged to learn about these tools and how to use them. This policy provides directions for you regarding access and disclosure of information when using these communication systems. All employees and others outside the District who may use the systems are expected to be aware of and support this policy.

Our electronic communication systems include computers, software, electronic mail (e-mail), copiers, fax machines, telephones, cell phones, voice mail, messengers, and various online services. All of these systems are operated and managed based upon this policy.

These systems and any other informational, storage, or retrieval services that the District provides are District tools and are to be used for business purposes only during business hours. Use of District systems during business hours for other than work-related purposes should be minimal and must not impact business operations.

The use of these systems is not private or confidential. Within the bounds of current and future laws, the District reserves and intends to exercise the right to review, audit, intercept, access, and search these business systems at will, monitor data and messages within them at any time and for any reason, and disclose selected contents without notice or other restrictions. Messages sent through these systems remain the property of the District.

As an employee, you must not permit any proprietary or confidential information of SETD to enter the public domain through electronic transmissions. Examples of the District's proprietary and confidential information are provided in the Confidentiality Policy. Also, these systems shall not be used to receive or distribute copyrighted materials, trade secrets, proprietary information, or similar materials from/to outside the District without prior authorization.

Any messages or communications used through this system are subject to our anti-harassment, anti-discrimination, and non-solicitation policies. You are expected to carefully compose and review the wording, tone, and content of your communications before transmission.

You should check with your supervisor if you have any questions about the proper use of communication or software systems. All system users who discover violations of this policy are expected to notify their supervisors or managers immediately. Improper use or violation of this policy can result in corrective action, up to and including termination.

#### **A. Electronic Mail System**

You are reminded to be courteous to other users of the e-mail system and to always conduct yourself in a professional manner. E-mail messages are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. You should write e-mail communications with no less care, judgment, and responsibility than you would use for letters or internal memoranda written on District letterhead.

You should know that even when a message is erased through e-mail, it is still possible to retrieve and read that message. Even though the District reserves the right to retrieve and read any e-mail messages, those messages are to be treated as confidential by other employees and accessed only by the intended recipient. We expect employees to respect others' privacy and

not retrieve or read electronic messages for which they are not the intended recipient unless authorized. The use of passwords for security does not guarantee confidentiality; all passwords to District systems must be disclosed to the District's Information Technology (IT) provider.

### **B. District-owned Personal Computers**

To protect the integrity of our systems, all software used on our computers must be registered with the IT provider. Personal or downloaded software may only be installed after written authorization from the IT provider. A virus check of all such software must be made immediately before it is installed on any District computer. A virus check must also be conducted on any electronic devices originating from or used on any computer outside of the District prior to its use with a District-owned computer. The copy or transfer of District-owned software may occur only with the written authorization of Executive Director and the IT provider.

### **C. Laptop Security**

It is accepted that laptops will be taken off-site. The following controls must be applied:

- Only equipment approved by the organization may be used to download personal information locally to the device.
- Equipment and media taken off-site must not be left unattended in public places and not left in sight in a car. Lock devices in the trunk out of sight while traveling.
- Laptops must be carried as hand luggage when traveling.

When outside the office, computers must utilize the organization's VPN before connecting to District resources.

### **D. Mobile Devices**

#### Allowing Remote Wipe Provisions/Data Liability

If you are connected to the District's server, understand that making this connection via a mobile device may compromise the privacy of certain sensitive information. Confidential electronic information, including personally identifiable information, must be protected to prevent it from being exposed if the device on which the information was accessed is lost or stolen. In order to protect this information, the District retains the right to delete data and applications from any device that contains the District's information. This right to delete such information may be exercised remotely or on-site if the District determines such action is necessary to protect confidential, sensitive, or proprietary information. Please understand that in downloading any such information to a personal mobile device, you are consenting to the District's ability to delete this information at any time. This policy covers mobile devices such as smart phones, tablets, laptops, and any similar devices. Please ensure that you regularly sync any personal data (e.g., applications, information, photos) to another device/computer for safekeeping, as the wipe command does not differentiate between business and personal information.

Mobile devices should be set to lock after every 15 minutes for security reasons. A PIN-based lockout is required, and the PIN must be given to the IT provider.

Obviously, it is critical that any loss or theft of a mobile device, including laptops, be immediately reported to the Executive Director or Chief Operations Officer who will contact the IT provider.

### **E. Use of Internet, Virtual Private Network, and Commercial Online Systems**

Management approval is required before anyone can post any information on commercial online systems, the VPN, or the Internet. Any material not owned by SETD that will be posted must have

received all proper copyright and trademark permissions from its originators prior to approval. For newly generated material, an employee should obtain copyright and trademark designations, as appropriate, prior to posting any content; the posted content should include copyright and trademark notices. Absent prior approval to act as our official representative from SETD, you must include the following disclaimer with any information you post: "Views expressed by the author do not necessarily represent those of SETD."

#### **F. Social Media and Networking**

Social networking websites and online communities, such as Twitter, LinkedIn, Facebook, and Flickr are increasingly used and can be accessed by individuals not only from computer systems, but also from smart phones. These tools have value because they can be used to market SETD's services and share information; employees may also use these systems as a quick communications and networking tool to complete projects. It is not the intent of this policy to unduly limit employees' access to these conduits, however, guidelines and expectations surrounding their use are necessary as there are liabilities inherent in such use. When any employee is using District-provided computers or cell phones or is representing the District via social networking activity, that individual is expected to represent the District in a professional and positive light. SETD wishes to use social networking exclusively to its advantage, preventing and minimizing any negative outcomes. This includes ensuring that all employees will be free from harassment and unprofessional behavior when utilizing or consuming social media; therefore, employees authorized for its use must abide by all applicable laws including copyright and ethical considerations.

#### **G. Business Use**

Employees may use social networking websites to conduct District business, as long as such use is authorized and complies with the District's policies. District logos or other District information must conform to pre-approved marketing concepts and standards. We do not endorse making business references on behalf of others on sites such as LinkedIn.

#### **H. Ownership of Social Media Accounts**

In the case that a social media account is set up for business purposes, the District has the right to review, edit, and delete content associated with the account. The District will have access to information associated with the account such as the username and password, and any content associated with the account will be considered the property of the District. If an employee separates from SETD, the District has the right to assume control of this account.

#### **I. Monitoring**

While the District does not routinely monitor social networking sites, other employers, Districts, and individuals do monitor and share information found on social networking websites. Again, posted information is public information.

#### **J. Protection**

Social networking sites collect profile information for advertising opportunities and criminal reasons. Phishing (e-mail messages asking for username and passwords, etc.) and spamming are two downsides. Never click on links asking for personal or confidential information. Heed security warnings and pop-ups. Use of these sites may mean more SPAM sent to your e-mail account. If possible, disable the ability of others to post HTML comments to your home page. When accessing these sites, use caution when you see a posting or link that looks suspicious; when in doubt, delete it. Viruses and spyware may damage the District's operating system, compromise data, or expose your privacy and that of others you communicate with via e-mail and social media sites.



Be aware that others may piece together personal information for identity theft purposes. Be prudent in making comments or posts which reveal your or others' travel plans or divulge other safety-sensitive and private information.

**K. Prohibited Conduct**

Behavior and judgment in an electronic environment should mimic behavior in a physical setting. Employees are expressly prohibited from posting content that is malicious, abusive, threatening, intimidating, coercing, profane, disruptive, discriminatory, or harassing. Defamatory statements are prohibited, and employees should be aware they are personally responsible for the legal consequences of such statements.

Nothing in this policy should be interpreted as limiting an employee's right to engage in legally protected speech or other activity. Failure to adhere to these standards and to use appropriate protocols will lead to further corrective action, up to and including termination.

**L. Telephone Usage**

SETD realizes that employees must occasionally make and receive personal telephone calls at work. Such calls must be kept to a minimum and should impact on your work as little as possible. Unauthorized use of the telephone, including charging long distance calls to the District, will result in corrective action, up to and including termination.

**M. Voice Mail System**

The voice mail system at SETD is the property of the District and is provided for use in conducting District business. All communications and information transmitted by, received from, or stored in this system are District records and property of SETD. The voice mail system is to be used for business only; use of the system for personal purposes is prohibited. You have no right to personal privacy in any matter stored in, created, received, or sent over the voice mail system. SETD, in its discretion as owner of the voice mail system, reserves the right to monitor, access, retrieve, and delete any messages stored in, created with, received by, or sent over the system for any reason and without employee permission. You are not authorized to retrieve or listen to any voice mail messages that are not sent to you. Any exception to this policy must receive prior approval from management officials with authority to waive the policy.

**3.11 PURCHASING**

Purchases made by employees for the operations of the District are typically done in one of three ways:

- District credit cards assigned to designated staff members;
- Through vendor accounts established by a manager and approved by the Executive Director, and;
- Out of pocket, direct purchase to be reimbursed by the District.

**1. Credit Card Purchases**

Designated staff shall receive a credit card upon signing the District's Employee Card Holder Agreement. Each credit card holder shall adhere to the policies and procedures defined in the Credit Card Policy. Additionally, supply and equipment purchases, conference registrations, and other travel related expenses that are known to be \$250 or more require prior approval by your Supervisor/Manager.

**2. Vendor Accounts**

Any staff member making a purchase on account with the District's established vendors shall follow the procedures described in the Supply Purchasing Policy.

### **3. Out of Pocket Purchases**

From time-to-time staff members may need to make a purchase using their own out-of-pocket funds. As with all purchase decisions, staff are expected to exercise good judgment and restraint when incurring expenses and ensure they are reasonable amounts. The District will reimburse employees for out-of-pocket expenses incurred in the normal course of business. Reimbursable expenses are generally for meals, parking, and other nominal miscellaneous travel-related expenses and for materials and supplies necessary to deliver the District's services. All out-of-pocket purchases for reimbursement must adhere to the IRS Guidelines.

#### **3.12 IRS GUIDELINES**

The Internal Revenue Service (IRS) has stringent guidelines regarding documentation of expenses. To be eligible for reimbursement, all expenses must be appropriately documented and approved by your Supervisor/Manager. Appropriate documentation for an expense includes:

- Date
- Department and/or Class
- Description of purchase
- Type of expense
- Business purpose of the expenditure

Documentation of expenses for reimbursement can be in one of the following forms: invoices, cash receipts, canceled checks, or detailed credit card receipts.

All expense reimbursement requests shall be made by completing the Expense Reimbursement Form and submitting it to your Supervisor/Manager within two (2) weeks from date of purchase. Expense reimbursements will be made within fourteen (14) days of submission of expenses. Expense reimbursements may be denied if receipts are received thirty (30) or more days after the expense was incurred.

The Executive Director reserves the right to request clarification of any item on any expense reimbursement request. Abuse of this policy, including falsifying expense reports to reflect costs you have not incurred, can be grounds for disciplinary action, up to and including termination of employment.

#### **3.13 EDUCATION AND TRAINING**

The District encourages continued education and training for employees to enhance job performance and assist in potential career advancement within the District. The District shall provide such work-related training as deemed necessary and beneficial to the delivery of services and performance of duties.

Employees may request compensation for the costs of college-level, technical or other academic course work, seminars, and conferences relevant to their current or future roles in the District. Such requests must be made in writing to the Supervisor/Manager or Human Resources Manager (and forwarded with a recommendation to the Executive Director for approval prior to the employee's enrollment or participation). All training activities involving a cost to the District must be approved in advance, in writing.

#### **3.14 PERFORMANCE MANAGEMENT AND REVIEW**

To establish a meaningful performance evaluation system upon which SETD can continuously monitor the effectiveness of District operations and employee performance, all employees will receive regularly scheduled formal performance evaluations at ninety (90) days for a New Hire and annually thereafter.

The objectives of our performance management and formal appraisal process are to:

- Ensure that employees know their individual performance against established performance standards;

- Determine how well the District is doing in assisting employees with work performance and meeting goals;
- Ensure communication and two-way feedback;
- Provide a consistent, objective, and fair method of making compensation decisions;
- Provide a tool for career planning; and,
- Provide a permanent record of employee performance and District contributions.

Supervisors/Managers and the Executive Director are accountable for providing employee development actions designed to improve and enhance employee performance such as:

- Reasonable employee training;
- Assigning, directing, controlling, and reviewing employee work;
- Assisting employees in correcting deficiencies; and,
- Objectively evaluating employee performance during the evaluation period.

Our performance appraisal program is intended to be participatory and equally involves both your input and your Supervisor/Manager's. This allows you to contribute to the growth and improvement of the District. You are encouraged to:

- Inquire about your performance periodically;
- Accept additional responsibilities and show initiative;
- Review opportunities for advancement within the District;
- Ask for assistance in developing a goal-oriented path for advancement within the department or District; and,
- Learn about training available to assist you in improving your skills or qualify you for a promotion or lateral transfer.

Performance evaluations serve as one factor in decisions related to employment such as training, job assignments, employee development, promotions, and retention. Evaluations identify specific performance levels as compared to established standards, acknowledge the merit of outstanding performance, and prescribe the means and methods of improving performance deficiencies.

### **3.15 STANDARDS OF CONDUCT**

Everyone benefits when we work together and conduct ourselves in a manner that reflects the best interests of both the District and its employees. On-the-job conduct of District employees affects the ability of the District to serve its citizens and affects the taxpayer's impression of District government. Employee safety, public safety, productivity, and morale are dependent upon employee conduct. It is the philosophy of SETD to correct performance deficiencies and address violations of policies and work rules in order to correct situations and avoid repetition.

You will be informed if corrective action is necessary as soon as possible after any performance problem has been identified. Your Supervisor/Manager will discuss the situation with you, explaining this policy and the necessity for corrective action to avoid additional disciplinary actions.

Occasionally it is necessary 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 has progressive corrective action measures procedures.

### **3.16 DISCIPLINE/CORRECTIVE ACTION – GENERAL GUIDELINES**

The District reserves the right to discipline, demote, suspend, or discharge regular employees at its discretion. This section concerning corrective action does not apply to the Executive Director, who serves at the pleasure of the Board of Commissioners under the terms of an employee agreement.

Although one or more corrective action measures may be taken in connection with a particular performance problem, no formal order will be followed. Corrective action may include any of a variety of actions depending on the circumstances and severity of the particular situation.

Corrective actions taken at the discretion of management may include any of the following:

- Verbal counseling with the employee, which will be confirmed in writing by the Supervisor/Manager and placed in the employee personnel file.
- Written warning, which will be placed in the employee personnel file.
- Suspension, which will be confirmed in writing for the employee personnel file. Suspension is normally used to remove an employee from the organization’s premises during an investigation or as a disciplinary action. A suspension may be paid or unpaid. If an employee is suspended, it will be documented in their personnel file.
- Demotion, which will be documented in the employee personnel file.
- Termination, which will be documented in the employee personnel file.

The corrective action process will not always commence with verbal counseling or include every step. The above options are not to be seen as a process in which one step always follows another. Some acts, particularly those that are intentional or serious, warrant more severe action on the first or a subsequent offense. Consideration will be given to the seriousness of the offense, any change in behavior, and the circumstances surrounding the offense.

Counseling, verbal warning and written warnings may be undertaken by a Supervisor/Manager without prior approval from the Chief Operations Officer. However, the Chief Operations Officer and Human Resources Manager must be informed by the Supervisor/Manager of any such actions taken. Suspension with or without pay, demotion and discharge require prior approval from the Executive Director before the action is taken.

### **3.17 CAUSES FOR CORRECTIVE ACTION**

1. Excessive absenteeism  
Defined as exceeding more than one day off per month, without prior approval, over a period of time for other than scheduled vacations, when the absence is due to leave protected by state or federal law, or a pattern of absenteeism such as every Friday or every day prior to a holiday.
2. Excessive Tardiness  
Includes reporting late to work for a scheduled shift or returning late from a meal period three (3) or more instances in any calendar month. Tardiness can only be counted once. Ten (10) or more minutes late is considered tardy.
3. Failure to follow the posted schedule, including, but not limited to:

- a. Trading, switching, or not following the posted work schedule without prior approval of management.
  - b. Beginning work prior to the start of your shift or leaving before your work shift is completed without the express approval of management to change your schedule. Working “off the clock.”
  - c. No show – Failure to report to work for your entire schedule shift without notifying management.
  - d. Working overtime without prior approval from management.
4. Failure to perform work as required. Not meeting District requirements for quality, accuracy, or quantity of work; inefficiency or the inability to perform assigned tasks or responsibilities (job incompetence); violations of cash handling policies (excluding theft of any kind or other acts of dishonesty).
  5. Use of rude, derogatory, or obscene language or gestures, not of the nature to constitute a violation of the anti-harassment policy.
  6. Behavior unbecoming an SETD employee such as discourtesy, insolence, or rudeness to a customer or co-worker.
  7. Improper use of District property.
  8. Unnecessary loitering, wasting of time, engaging in personal conversations, detracting from your work or the work of others, including any behavior or conduct that causes a disruption in the workplace.
  9. Violations of established policies and procedures, including, but not limited to:
    - a. Excessive failure to consistently or accurately clock-in or out at beginning and end of shift, at beginning and at end of meal period, including clocking in early from your meal period without management approval. (Three separate failures to clock in consistently or accurately in a 30-day period are considered excessive).
  10. Chewing tobacco, smoking, or vaping except in designated areas and never in the buildings, within 10 feet of a door or window, or in any District vehicle.
  11. Failure to follow any SETD safety rules or regulations.
  12. Violation of SETD’s Personal Appearance policy.
  13. Any violation of state, municipal or federal law while on agency premises.
  14. This list is not all inclusive and any potential corrective action will be handled on a case-by-case basis.

### 3.18 CAUSES FOR TERMINATION

Our commitment requires us to operate within the law. You must adhere to District policies and directives in all aspects of the operation. The following is a list of actions that can result in immediate termination of employment. These causes of termination do not in any way prohibit the sharing of information for purposes of communicating about your wages, hours, and working conditions. No previous Counseling Notices are necessary. If termination does not occur, an Employee Counseling Notice will be issued and is permanently retained in the employee's personnel file.

1. Falsification of District records or timecards, including omitting facts or willfully giving wrong or misleading information. This includes, but is not limited to:
  - a. The employment application
  - b. Internal investigations
  - c. Benefit enrollment forms
  - d. Workers' compensation or Leave Of Absence forms
  - e. Accounting forms
  - f. Pre-trip and Post-trip Inspection Forms and maintenance forms
  - g. Completing someone else's time record
  - h. Having your time record completed by someone else
2. Violation of District policy prohibiting harassment or discriminations including, but not limited to:
  - a. Harassment including sexual harassment
  - b. Retaliation
  - c. Interfering with an investigation
3. Violation of District policy not of the nature to constitute a violation of District policy prohibiting discrimination or harassment including, but not limited to:
  - a. Malicious gossip
  - b. Derogatory attacks
  - c. Retaliation
  - d. Interfering with an investigation
  - e. Breach of confidentiality
4. Unauthorized collection, disclosure, or misuse of confidential information relating to SETD, its customers, employees, suppliers, or agents including, but not limited to:
  - a. Unauthorized removal of such confidential information from District premises
  - b. Recording a conversation without permission from all parties
5. Violation of Manager's Standard of Ethics Section 3.21.
6. Job Abandonment – failure to report to work for three (3) consecutive days without notifying management or unauthorized absence for three (3) consecutive days. This occurrence will be considered voluntary resignation.
7. Violation SETD's policies involving Leave of Absence (LOA) or other time off, including, but not limited to:
  - a. Unauthorized leave of absence;
  - b. Failure to return from a leave of absence;
  - c. Failure to provide required documentation for a leave of absence;
  - d. Providing false or misleading information in connection with a leave of absence, or other time off.

8. Any act that jeopardizes the order of business or safety of the District, the employee, other employees, customers, suppliers, District property, including, but not limited to:
  - a. Unbecoming conduct or horseplay;
  - b. Possession of firearms, weapons, or explosives on District time or in any District facility.
9. Any conflict of interest which includes, but is not limited to:
  - a. Performing unauthorized work for a customer as a representative of SETD.
10. Serious misconduct of any kind as defined by the District, including, but not limited to, failure to provide fair, courteous, or respectful customer service.
11. Excessive Policy Violations including, but not limited to:
  - a. Third violation of Causes for Disciplinary Action of the same or similar nature within a six-month period\*
  - b. Four counseling notices within a six-month period, even if unrelated\*

*\*Counseling Notices for Excessive Absenteeism are not to be counted.*
12. Any conduct or relationship that jeopardizes your ability to perform your job responsibilities safely, competently, and/or honestly.
13. Creating or contributing to unsanitary or immoral conditions.
14. Any violation of the Drug and Alcohol Policy
15. Dishonesty includes, but is not limited to, theft of any kind.
16. Borrowing, using, lending, removal of, or giving away District funds, supplies or equipment without written authorization of the Executive Director.
17. Fighting, striking, or attempting to strike another person, or any act of violence or threat of violence occurring on District premises, District vehicles, or on District time.
18. Willful damage or destruction of District property, equipment, or property of others on District premises.
19. Insubordinate conduct including, but not limited to:
  - a. Refusal to comply with the direct instructions or directions of your Supervisor/Manager.
  - b. Any violation of, or non-compliance with, a Contract for Continued Employment.
20. Unauthorized posting, distribution, removal, or alterations of any material in work areas.
21. Exceeding maximum time granted for leaves of absence or exceeding a vacation without prior approval.
22. Disobedience of District rules, including, but not limited to:
  - a. Electronic Communications and Technology policy
  - b. Safety policies and procedures
  - c. Fire procedures

23. Failure to produce or maintain required licenses or proper work authorization, including, but not limited to:
  - a. Commercial Drivers Licenses for fixed route bus and paratransit drivers
  - b. Medical cards
  - c. Non-citizens must maintain current government-issued work authorizations.
24. Failure to report to your Supervisor/Manager any injury, accident, or damage to District property.

### 3.19 DURATION OF WARNINGS

No employee written warning shall remain in effect for a period of more than one (1) year; however, the parties, including attorney or arbitrator, may consider an employee’s entire work record, including previous warning(s), if any, regardless of the date of issuance, if presented to support the District’s decision regarding discipline or discharge.

Employee Counseling Notices for absenteeism will remain in the employee’s personnel file for one (1) year.

Employee Counseling Notices for Causes for Termination will remain in the employee’s personnel file permanently.

**Note:** The amount of time an Employee Counseling Notice remains in an employee’s personnel file will be extended by the amount of time an employee is out on a leave of absence.

### 3.20 ADMINISTRATIVE LEAVE

The District has the option to give you an immediate paid administrative leave for the purpose of an investigation for a violation of any of the major offenses listed under the “Causes for Terminations” in Section 3.19. The length of administrative leave is as follows:

Non-Exempt	3 days
Exempt	3 days

- While on suspension, you may not perform any work for the District.
- If the investigation finds you violated District policy and your employment is not terminated, the Employee Counseling Notice is retained permanently in your personnel file.
- If the investigation continues past the number of days listed above, your administrative leave may be extended.

### 3.21 APPEAL OF DISCIPLINE ACTION

#### 1. Written Notice to Immediate Supervisor

The employee may present, in writing a notice of appeal which 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 written appeal must be presented not later than five (5) calendar days after the date when the employee knew or had reasonable knowledge of the event giving rise to the appeal. The supervisor shall schedule a conference with the Human Resources Manager and the employee to occur within ten (10) calendar days after receipt of the appeal. The Supervisor shall



provide a written response within ten (10) calendar days of the conference.

2. Time Limits

If the employee fails to file an appeal or progress any appeal to the next step within the specified time limits contained in this section, the appeal; will be denied as untimely, and may not be petitioned. The employee forfeits the appeal, and the appeal will be deemed denied, and the District's last response will be the final resolution of the appeal. All timelines in this section may be extended by mutual agreement.

3. Written Appeal to Chief Operations Officer

If the appeal is not resolved by the Supervisor and Human Resources Manager, the appeal may be appealed by the employee to the Chief Operations Officer. The appeal must be reduced to writing by the employee and signed by the employee affected. The written appeal shall contain the nature of the appeal, act or acts appealed, date of occurrence, identity of the party or parties who claim to be wronged, provision of this policy allegedly violated, and the remedy sought. The appeal must be filed with the Chief Operations Officer within ten (10) calendar days after the Supervisor's written response. The Chief Operations Officer, or his/her designee, shall respond within ten (10) workdays of the receipt of the written grievance.

4. Written Appeal to the Executive Director

If the grievance is not resolved by written appeal to the Chief Operations Officer, it may be referred in writing by the employee to the Executive Director within ten (10) calendar days after the Chief Operations Officer was in receipt of the written grievance. Not later than ten (10) calendar days after the receipt of the written appeal, the Executive Director, or his/her designee, shall meet with the employee, and the employee may present their appeal to the District. The Executive Director or their designee shall give written answer to the appeal within ten (10) calendar days after meeting with the employee.

5. Who May Appeal

Employees who have successfully completed their probationary period, not excluded from the application of these policies, have a right to appeal disciplinary actions. In addition to formal appeals under this Section, the Human Resources Manager may give consideration to all suggestions and complaints that concern administration of the personnel policies.

6. Investigations

In connection with an appeal or complaint, with respect to any matter arising under these personnel policies, the Human Resources Manager may conduct an investigation as they deem necessary. The Human Resources Manager shall make a written report upon all matters investigated under the personnel policies. A copy will be given to both the Executive Director and the employee and placed in the employee's personnel file. When appropriate the District may hire an outside service to conduct an investigation.

7. Hearings on Appeal

a. Procedure:

The Human Resources Manager shall set a hearing upon timely requests made under this policy. The employee and Supervisor shall be given written notification of the time and place of the hearing.

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

a. The Supervisor will set forth the reasons for the action and the facts on which it is based. The employee may conduct cross-examination if appropriate.

- b. The employee may present evidence in support of the appeal with or without the assistance of legal counsel or other representative.
  - c. The Manager may cross-examine or submit evidence in rebuttal or both.
  - d. Opening statements, if any, will be brief and confined to the issues. Closing argument, if any, will be first by the Manager then by the employee. The Manager may offer rebuttal evidence if desired.
  - e. 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.
  - f. Conduct of Hearings:  
A hearing before the Human Resources Manager is intended solely for the purpose of receiving evidence either to refute or substantiate specific charges brought to the District. The hearing shall be conducted accordingly. The Human Resources Manager may impose limits on questioning in the interest of the orderly conduct of the hearing and fairness.
  - g. Counsel or Representative:  
In appealing a disciplinary action to the Human Resources Manager, an employee may, but is not required to, have counsel or other representation.
  - h. Findings:  
If, after receiving evidence presented in hearings on disciplinary actions, the Human Resources Manager finds that sufficient evidence supports the charges, that the complained-of action taken by the Manager was reasonable and was taken for a proper reason consistent with policy, the Human Resources Manager may affirm the action; if he/she finds that the complained-of action taken by the Manager was not so made, the Executive Director shall fashion an appropriate remedy and the personnel file shall be purged of such record. The Human Resources Manager in lieu of affirming the disciplinary action may modify the discipline as the circumstances warrant.
9. At the time of filing of the request of the appeal with the Human Resources Manager, the Human Resources Manager shall supply the employee with an outline of the procedures used by the Department Supervisor. The decision of the Human Resources Manager can be appealed to the Executive Director utilizing the same procedure as set forth above.
10. All appeals shall first be made in writing to the Human Resources Manager, and the Human Resources Manager will then prepare facts and findings to be presented to the Executive Director. The Executive Director decision shall include all facts and findings and shall be final.

All documentation and written warnings will be placed in the personnel files kept at the office of the Human Resources Manager.

### **3.22 STANDARD OF CONDUCT – MANAGERS/SUPERVISORS**

Managers/Supervisors above all else lead by example:

- You must treat employees, customers and suppliers with respect and dignity.
- Inappropriate fraternization with employees creates an atmosphere of conflict of interest and favoritism and is not acceptable.
- You must always strive to keep the workplace free of any form of harassment, bullying, discrimination, or retaliation. All members of management must review, be versed in, and administer the policy prohibiting harassment, bullying, discrimination, and retaliation as outlined by the SETD Personnel Policies. All forms of harassment are prohibited.
- You must deal with suppliers in the same honest and forthright manner that we expect from them.
- Personal relationships with any person providing a business service to SETD are generally prohibited. Do not give, seek, or accept from any person doing business with SETD any gift, service, loan, entertainment, or trip of any value. Your position with SETD must never be used to influence a supplier or any person doing business with us to provide benefit to you or your family.
- Without proper authorization, you may not release confidential information to outside sources.
- Never manipulate records (personnel, ridership, etc.) to enhance performance or results.
- Do not exploit SETD equipment, supplies, or employees for personal gain.
- Our management commitment requires us to operate within the law. Additionally, management must adhere to District policies and directives in all aspects of the operation.
- All Managers are to be aware of and administer our Drug and Alcohol Policy.

Following and administering the standards of conduct and discipline as stated in the SETD Personnel Policies is one way to foster our goal of maintaining a safe and efficient working environment.

The above common-sense guidelines can never answer every question or solve all problems. At the core of our philosophy as a District must be the implicit understanding that not one of us is required to lie or cheat on behalf of SETD or to enhance our District or personal performance. Managers must never engage in or permit any activity which could raise a question concerning integrity.

### **3.23 PRIVACY POLICY**

SETD respects our customers' and employees' right to privacy, and it is up to each employee to take every precaution to make sure we respect this right. In the course of our business, we collect from our customers and employees a substantial amount of personal information (such as name, address, phone number, e-mail address, and social security number).

All of this information must be held strictly confidential and cannot be disclosed to any third party for any reason, unless (1) we have the person's prior consent, (2) a special exception is allowed that has been approved by legal counsel, or (3) employees are exercising their right to communicate about wages, hours, and working conditions by sharing fellow employee contact information including name, address,

phone number, and e-mail addresses, so long as such information was not obtained by an employee who improperly accessed SETD's database.

### **Social Security Number/Personal Information**

It is SETD's policy to protect the confidentiality of social security numbers and personal information obtained in the ordinary course of business from employees, suppliers, contractors, customers or others in either electronic or paper form. "Personal information" is any information that can be connected with an individual and includes, at a minimum, first name or initial and last name plus: (a) social security number (SSN); or (b) driver's license number; or (c) a financial account number.

SETD restricts access to information or documents containing SSNs or personal information to employees who have a legitimate business reason to access such information or documents. No employee shall knowingly obtain, store, transfer, use, disclose, or dispose of an SSN or personal information that SETD obtains or possesses except in accordance with District policy.

- No part of an SSN should be used as a primary account or identification number for any individual.
- All documents containing SSNs or personal information should be stored in a physically secure manner. SSNs and personal information should not be stored on computers or other electronic devices that are not secured against unauthorized access.
- Do not put SSNs on documents that are designed for public display or may be widely seen, such as name badges, timecards, schedules, and bulletin board postings.
- Documents, materials, or computer screens that display all or part of an SSN should be kept out of public view at all times.
- Documents containing all or part of an SSN that are sent through the mail should not reveal the number through the envelope window or otherwise from outside the envelope or package.
- Neither an SSN nor part of an SSN should be used or transmitted on the Internet or on a computer system unless you know the transmission is encrypted.
- Documents containing SSNs and personal information will be retained in accordance with SETD's record retention policy and the requirements of state and federal laws. Documents containing confidential, personal, and/or protected information that are authorized for disposal will be shredded.
  - Electronic documents containing SSNs, personal information or confidential information should be destroyed in a manner consistent with guidance from the IT Department.
- As part of employment, employees agree that SETD may use their image, voice or likeness in videos, photographs, or recordings with or without their name and for any lawful purpose including, for example, such purposes as internal publications, illustrations, advertising, training, and Web content.
- If you at any time become aware of a possible violation of this Privacy Policy, you are required to report the matter to a manager.
- SETD shall take reasonable measures to enforce this Privacy Policy and to correct and prevent any known violations. Any employee who knowingly obtains, uses, or discloses SSNs or personal

information contrary to the requirements of this Privacy Policy shall be subject to disciplinary action, up to and including termination of employment, in accordance with District policy.

Additional rules apply to personal health information related to our employees, such as benefits and leaves of absence for medical reasons.

- Documents containing confidential or otherwise protected information that are authorized for disposal will be shredded.
- SETD employees shall refrain from discussing private matters of customers and private matters of employees, such as employee sick calls, leaves of absence, FMLA call outs, OFLA call outs, Paid Leave Oregon, ADA accommodations, workers' comp injuries or illnesses, personal health information, etc.

Although SETD may provide District property for employees to use, it remains SETD property. These items, as well as any articles found within them, can be inspected by SETD at any time, without prior notice. SETD reserves the right to inspect the following:

1. All District furniture and property, including, but not limited to, lockers, desks, filing cabinets, and drawers.
2. All articles, packages, or other containers brought into or taken from SETD, including backpacks, lunch boxes, and purses; and,
3. All vehicles located on District premises when management has a reason to suspect a violation of District policy.

Because an inspection might result in the discovery of an employee's personal possessions, all employees are encouraged to avoid bringing into the workplace any personal property that they do not wish to reveal at SETD.

This privacy Policy is not intended to restrict the rights of employees, which SETD respects, to share information for the purpose of engaging in protected concerted activity.

### **3.24 INTELLECTUAL PROPERTY PROVISION**

Please remember that as an employee of SETD, all creative work, business ideas, and products that you design and develop as an SETD employee, or that otherwise relate directly to our business, are the sole property of SETD. This does not apply to creative work, business ideas or inventions developed entirely on an employee's own time and without the use of District equipment, supplies, facilities, or trade secrets.

### **3.25 TIMEKEEPING (Non-Exempt Employees)**

Online timekeeping systems are used to record your time. Failure to accurately record your time is a violation of District policy.

You are expected to record the exact time of the following:

1. When you begin your shift.
2. When you leave for your meal period.\*
3. When you return from your meal period.\*
4. When you end your shift.

It is your responsibility to be at your position when your shift begins. Personal activities before you do work (hanging up coat, etc.) should be completed before you sign in.

Other important points as follows:

1. Never use another person's employee number to record their time.
2. All overtime requires management approval PRIOR to working overtime. If you work overtime without prior approval, you must still accurately record all of your time worked.

Each pay period, review your pay stubs for accuracy. Any discrepancies or inaccuracies should be immediately reported to management.

# COMPENSATION

## SECTION 4 – COMPENSATION

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SETD values high quality work from its employees and is committed to compensating employees for their efforts and results. It is our intent to provide a competitive compensation package that will attract, retain, and motivate employees. It is also our intent that policies and pay practices be administered consistently throughout the District to ensure internal equity is achieved.

Your pay as a new employee is established based on the pay level of current employees performing work of comparable character and based upon factors such as your previous experience, and education. This policy will be administered and interpreted in accordance with applicable federal and state laws and regulations.

### 4.1 WAGE COMPENSATION

The District maintains a pay plan covering all unrepresented positions in the District, 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 labor, the local economy, and wage adjustments in the community, suggestions of the Executive Director, and the District's financial condition.

### 4.2 PAY INCREASES

The District has adopted, as part of its evaluation process, a step and grade merit program. Based on the employee's evaluation, the employee could move up to the next pay grade. This will be determined by the employee's Supervisor with concurrence by the Executive Director.

Because information about your rate of pay and any increases is sensitive and personal, we ask that you exercise discretion and care regarding the discussion of these matters.

### 4.3 PAY PRACTICES

#### A. Paydays

District employees are paid every other Friday. The pay period runs from Sunday to Saturday.

#### B. Payroll Deductions

Certain mandatory and elective deductions which are made from employee pay are noted on the paycheck stub. The only deductions made are those mandated by law or authorized by the employee in writing.

It is the employee's responsibility to maintain current deduction information with the District. An employee who wishes to add or change the payroll deductions should contact the Human Resources Manager.

#### C. Pay Advances

Pay advances are not provided by the District. Employees are encouraged to find other appropriate resources for any financial difficulties.

(Financial counseling is available through the Districts Employee Assistance Program call: 800-433-2320 text: 503-850-7721 email: [info@canopywell.com](mailto:info@canopywell.com))

#### D. Delivery of Paystubs

Your paycheck stub will be available to you each payday; paystubs will not be delivered to anyone else without your written request.



**E. Method of Payment**

Employees will have their pay automatically deposited into the bank account stated on their Direct Deposit form. The employee will receive a statement of earnings, deductions, vacation, and sick leave balances for the period covered by the payment.

**F. Employee Withholding Allowance Certificates (Form W-4)**

You are required to furnish the District with an Employee Withholding Exemption Certificate (W-4) at the time of hire. You may file a new W-4 form any time. When you submit an updated Form W-4, the District will implement the desired changes by the start of the first payroll period ending on or after the 30<sup>th</sup> day from the submission date. We encourage employees to seek tax advice if they have questions about withholding amounts.

**G. Time Records for Non-Exempt Employees**

The timekeeping system stores a record of time worked and must be logged into daily. It provides a permanent record of time spent on the job, indicating the exact time you worked. Each non-exempt employee will be issued an employee number at their orientation and will be sent instructions on how to login to the timekeeping system.

Time records should be reviewed carefully for completeness and accuracy at the end of each week, as they will be used to calculate pay. Supervisors will review and approve time recordings for each pay period. Time records must be completed via computer. If an error needs to be corrected, the time record will be resubmitted to the Supervisor/Manager for appropriate action. All corrections must be made, reviewed, and approved by the Supervisor/Manager or other appropriate management member. Time records should be reviewed and turned in at the end of the pay period. Your submission of time records each pay period verifies that the times and dates are true and accurate to the best of your knowledge. You should never allow someone else to make entries on your time record. Willfully falsifying a time record will be grounds for corrective action, up to and including termination.

**E. Time Records for Exempt Employees**

Employees classified as exempt do not fill out daily timecards and no deduction of pay will be made for hours worked fewer than eight (8) hours per day, unless authorized by law. SETD requires a timecard be submitted for every two (2) week payroll period to track hours worked for business purposes such as job costing, benefit accruals, or computing an employee's entitlement to intermittent family leave under OFLA or FMLA. Employer may also require exempt employees to be present during specified hours.

Under federal rules deductions from leave banks for full-day (8 hour) absences may be made due to sickness or vacation. Salaries will not be reduced for absences less than a full day, except those permitted by law, if the employee has no available accrued leave to access. ORS 10.090 prohibits employers from requiring employees to use accrued leave for absences occasioned by jury service.

**F. Dispute Resolution Process for Paycheck Errors**

If you have any questions regarding your pay or feel a Supervisor/Manager has made a change to your pay that you do not believe is accurate, please contact your Supervisor/Manager.

**G. Final Paycheck**

There are strict requirements that apply to the payment of final wages when you are fired, laid off, or quit. Per BOLI requirements:

- If you quit with less than 48 hours' notice (not including weekends and holidays) your paycheck and any wages owed are due within five (5) business days or on the next regular payday, whichever comes first.
- If you quit with at least 48 hours' notice, your final check is due on your last day of employment, unless that day is a weekend or a holiday. In that case, your check is due on the next business day.
- If you are let go or fired, your final paycheck is due by the end of the next business day.
- If an employer and worker mutually agree to terminate the relationship, the check is due by the end of the following business day.

Final paychecks will include all wages earned through the last workday plus payment for any accrued vacation benefit.

#### **4.4 On-Call Duty**

Employees of Sunset Empire Transportation (SETD) may be required to serve in an on-call capacity to respond to an unforeseen circumstance or emergency and, if such circumstance arises, to report to work after the end of the employees' regular shifts and before the beginning of their next scheduled shifts.

##### **A. Eligibility**

Nonexempt employees who are placed on call by their supervisors/department manager.

##### **B. Procedures**

Restricted on-call duty for Saturday or Sunday.

Employees placed on restricted on-call duty are expected to remain either on the work premises or in a geographic vicinity that permits the employee to respond to an authorized call to work within thirty (30) minutes. Employees on restricted on-call duty will be paid as follows:

For time spent waiting for an authorized call to work, employees will be paid for two (2) hours at their regular hourly rate unless the time waiting puts them into overtime for the week. The two (2) hours paid for waiting will be applied to any hours of actual work over the two (2) hours. Any hours, waiting or worked, over 40 hours for the week will be paid at the overtime rate.

Employees on on-call duty are required to comply with applicable company policies during the time they are responding to an authorized call to work, including the company's Drug and Alcohol Policy.

Employees with questions regarding this policy should contact the Human Resources Manager.

# **HOURS OF WORK AND WORK SCHEDULES**

# SECTION 5 – HOURS OF WORK & WORK SCHEDULES

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## 5.1 DISTRICT HOURS

The general office hours at SETD are 8:00 a.m. to 5:00 p.m., Monday through Friday.

Employees are expected to be at work on their normally scheduled workdays unless they have received approval from their Supervisor. An employee who is absent from work for three (3) consecutive working days without authorization will be considered to have abandoned their job as of the last day of active employment and will be declared to have voluntarily quit, unless the Supervisor determines the absence was due to an unavoidable situation and the employee was unable to contact the District due to circumstances beyond the employee's control.

The normal workday is eight (8) hours. The total hours in a normal workweek are forty (40). The work week for District Employees begins at 12:01 am on Sunday and ends at midnight on Saturday.

If you are a non-exempt employee, you should not begin work before your normal starting time or continue working beyond the normal quitting time without explicit advance approval from your supervisor.

Specific workday and workweek schedules for each employee will be determined by the appropriate supervisor based on the District's needs. We will attempt to notify you of any changes in workdays or workweek schedules two weeks prior to the effective date of change. Management reserves the right to modify schedules consistent with the needs of the District.

## 5.2 OVERTIME

You may occasionally be required to work overtime. Overtime hours will be paid to non-exempt employees at one and one-half times (1.5) the regular rate of pay for all hours worked in excess of forty (40) in a regular workweek, or as otherwise required by state and federal laws. Paid time off will not be considered when computing overtime. Your department supervisor must approve any overtime hours in advance or else you may face corrective action, up to termination.

## 5.3 MEAL AND REST PERIODS

Meal and rest periods will be provided for you according to any applicable state regulations. Supervisors will review these and establish schedules. Non-exempt employees are not permitted to work through a meal period unless approval from a supervisor, in an emergency situation, is obtained before the scheduled meal break. In these situations, the meal period will be paid time.

## 5.4 LACTATION

SETD promotes and supports the practice and need for employees to express breast milk on its premises upon their return to work.

Until their babies are 18 months old, employees may take reasonable rest periods to express breast milk. Nursing breaks may be taken concurrently with regular meal and rest breaks, although additional reasonable break time will be made available, as needed. Management and employees will work together to find mutually agreeable hours of work and breaks which support the continuation of expressing breast milk.

If an employee perceives or observes adverse treatment with respect to the expression of breast milk, a supervisor/manager should be informed immediately.

SETD will provide a private space with an electrical outlet, within the office building, to express breast milk. This space may vary according to available empty rooms. Check with the Human Resources

Manager. Hand washing facilities and a refrigerator will also be available at all sites and appropriate signage for privacy will be supplied.

Employees will be responsible for the storage of the expressed milk. The milk, if stored in the refrigerator provided, must be clearly labeled with the employee's name. To ensure the safety of stored breast milk, it is recommended that the container used to store the milk be sealed in a plastic bag to prevent contamination. Since breast milk is a bodily fluid, and as such, could harbor certain communicable diseases, it is important it be labeled with the employee's name.

## **5.5 INCLEMENT WEATHER AND EMERGENCY CLOSURES**

Emergencies such as severe weather, fires, power failures, earthquakes, and other natural disasters can disrupt District operations. In extreme cases, these circumstances may require the closing of our office.

In the event that SETD makes the decision to close the offices prior to the start of the business day, the closure will be announced via a District-wide email from the Chief Operations Officer. A closure message will also be displayed on the SETD webpage and recorded on SETD's general voice message line. It is the responsibility of each employee to check e-mail, SETD webpage and call the voice message line or other point of contact for an update, if there is any doubt regarding office operations.

If a decision is made to close the office after the business day has already begun, the closure message will also be announced via e-mail.

Exempt employees will be expected to work from home and will be paid for all absences (full-day or partial day) related to emergency closures.

Non-exempt employees, with the exception of the Accounts Payable/Payroll Clerk, will not be paid for time away from work due to office closure; however, with supervisory approval, available vacation or personal time may be used. Non-exempt employees who have reported to work before the decision to close is made will be paid for time worked, or a minimum of two (2) hours, whichever is greater.

# TELEWORK OR TELECOMMUTE

## **SECTION 6 – TELEWORK OR TELECOMMUTE**

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Both telework and telecommute are a flexibility that may be available to some positions within the District. These are two different arrangements. Telework is the planned practice of regularly working from a non-District address. This is most typically the employee's residence. Telecommute is the planned practice of occasional or intermittent work from a non-District address. This is most typically the employee's residence. Out of state telework or telecommute may not exceed a ninety (90) day period.

All telework and telecommute arrangement require the prior approval of the Executive Director and may be changed at the discretion of Executive Director. Telework and telecommute may be permissible for some jobs and not all jobs.

### **6.1 EMPLOYEE RESPONSIBILITIES**

Employees are responsible for ensuring a safe work environment when telecommuting or teleworking. Employees are also responsible to meet the expectation of their job regardless of where the job is done. Supervisors are responsible for monitoring compliance with these types of agreements, relevant policies, performance standards, expectations for work product and productivity, and time accountability.

Any employee who is teleworking or telecommuting must be available during established work hours and provide timely response to email, phone calls etc. Absences, including unavailability during work hours, must be pre-approved. Employees must account for all time worked. Supervisors may consider an employee's request to alter regular work hours in the same way they would evaluate these requests for a person working at a District address.

An employee's salary, benefits and insurance coverage does not change as a result of telework or telecommute.

Employees are responsible for the utilization of SETD's networks while working remotely in a safe and secure manner as directed by the IT Provider.

As mentioned above these are planned arrangements. Employees and supervisors must work together to determine if an arrangement can be made and the details of the arrangement.

### **6.2 INFORMATION TECHNOLOGY**

Teleworking or telecommuting employees are expected to be able to set up a remote office and use both District and their own equipment without direct physical help from District. While any equipment supplied by the District will be maintained by or at the direction of District, employees are responsible for the safe and secure transportation of equipment to and from the office.

Employees are expected to have sufficient telephone arrangements to perform their work and to participate in telephone conferences during agreed-upon work hours.

Employees are expected to have sufficient Internet access if work assignments require use of Web resources in the performance of their duties while working at a remote worksite.

The District will determine, with information supplied by the employee and the supervisor, what equipment will be supplied for each telecommuting situation. The employee must sign an inventory of District property and agree in writing to take appropriate action to protect the inventoried items from damage or theft.

All equipment supplied by the District will be maintained by or at the direction of District. Equipment supplied by the employee will be maintained by the employee. The District accepts no responsibility for damage or repairs to employee-owned equipment.

All equipment and software supplied by the District are only for District business and must comply with the District's security and maintenance policies and practices. Portable equipment must, at all times, have District authorized security measures installed and running

If the teleworking employee provides equipment, the employee provided equipment must comply with District's security and maintenance policies and practices, and any additional safeguards required by the District.

Employees will notify the District immediately in the event of a breakdown or other issue with supplied equipment, software, or other materials. Employees will follow the District's direction regarding any necessary repair, update, replacement, etc.

Upon separation of employment, or discontinuation of a planned arrangement, whichever comes first, all District property issued to the teleworking employee must be returned.

Information stored on any employee's personal electronic equipment is subject to public records requests and discovery, and to review by the District at any time.

### **6.3 SECURITY**

Employees are expected to ensure the protection of District and district information accessible from their home office.

Steps include making sure that:

- All devices have anti-virus software centrally managed by the District's IT provider.
- All Wi-Fi, cellular or similar access points are protected with strong passwords or passphrases.
- All Wi-Fi, cellular or similar access point passwords or passphrases are changed on a regular and scheduled basis.
- Login and password information is secure and protected, even from family members.
- Basic network practices are being applied (firewall with appropriate security standards).
- Web-based systems are secure ("https" URL, not just "http").
- Two factor authentication is enabled and being used.
- All data is saved to District authorized shared network drives or cloud locations. Similarly, no data is saved or stored on portable machines (example: C-Drive or Desktop).
- VPN access is only via District issued devices. No personal devices are connected via VPN.

### **6.4 PHYSICAL SECURITY**

Employees are expected to ensure physical office security by taking steps like keeping proprietary material in locked file cabinets and desks, securing doors, windows, hiding devices when not in use, and any other measures appropriate for the job and the environment.

Employees will follow all District policies related to information and data security. Complying with these policies mitigates risk and ensures an appropriate level of security for confidential information, paper and electronic, in transit or at the alternate worksite.

When accessing the District's network from a personal computer, employees are responsible for preventing access to any computer resources or data by non-authorized users. In addition, employees are expected to ensure the remote host is not connected to any other network at the same time, except for personal networks that are under their complete control or under the complete control of the employee.



Performance of illegal activities through the District network or on District time by any user, authorized or otherwise, is prohibited. The employee bears responsibility for and consequences of misuse of their access.

The District's IT provider will confirm that the user's device does not contain any traces of protected, sensitive, District, or proprietary information and delete any protected, sensitive, District and/or proprietary data, licensing, and information remaining on the device.

## **6.5 TECHNOLOGY SUPPORT**

The District's IT provider will only provide device support that relates to District devices and connection.

# **EMPLOYEE INCURRED EXPENSES AND REIMBURSEMENT**

## **SECTION 7 - EMPLOYEE-INCURRED EXPENSES & REIMBURSEMENT**

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SETD will pay all actual and reasonable business-related expenses you incur while performing your job responsibilities. All such expenses must be pre-approved by the Executive Director before payment will be made. SETD expects its employees to use good judgment and reserves the right to deny an expense if, in management's belief, it is unreasonable.

### **7.1 EXPENSE REIMBURSEMENT PROCEDURE AND REPORTS**

Requests for expense and mileage reimbursement must be submitted on a bi-weekly basis. Supporting documentation and/or itemized receipts must be provided to each request.

Expense reimbursements will not be paid unless and/or until all itemized receipts are provided or, if lost, a note with a description of the business activity and expense.

#### **A. Mileage Reimbursement**

While in the course and scope of duties on behalf of SETD, employees, with the Executive Director's approval, may use their vehicle for business purposes. While driving on behalf of SETD and in the course and scope of duties assigned, liability would accrue to SETD for negligent actions. As such, employees are encouraged to follow all rules of the road and drive courteously. Coverage provided by SETD for damages to the employee's own vehicle is secondary to any other collectible coverage. Employees are encouraged to have comprehensive and collision coverage on vehicles used for SETD business.

If use of privately owned automobile or motorcycle is authorized or if no District-furnished automobile is available, you will be reimbursed for District-related business travel at the current GSA determined rate per mile. If District-furnished automobile is available and employee chooses to drive in a privately owned automobile, the reimbursement rate will be less.

In order to recover these costs, an expense report must be signed by you and dated, initialed by your supervisor, and submitted to the Executive Director for processing according to policy. If you have questions about expense reports and mileage allowances, please ask the Finance Officer.

#### **B. Credit Card Payment**

If a credit card is provided to you, the employee, all receipts must be provided monthly to Accounts Payable for the credit card reconciliation process. You must follow the protocol for reconciliation of your statement and submission of documentation as required by the Finance Officer.

Employees may expense and/or use a District provided credit card, for business related activities or incidental supplies following IRS guidelines. The purchase of alcohol with a District credit card is expressly forbidden.

#### **C. Overnight Travel and Meal Expense Reimbursement**

If an employee is traveling overnight on a work-related activity, the employee may expense lodging, food, beverage, and any incidental expenses that are necessary and business related.

#### **D. Lodging & Meal Reimbursement Limits**

SETD will not reimburse more than the per diem allowance for lodging (excluding taxes), meals and incidental expenses. Each year the General Services Administration (GSA) establishes per diem rates for destinations within the lower 48 continental United States unless approved in advance by Executive Director; these maximums are inclusive of gratuity. For current per diem rates, visit <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

**E. Exceeding meal reimbursement limits**

SETD recognizes that there may be certain group meal functions at locations where a conference/training is held where exceeding the meal reimbursement limits may be acceptable. Such situations should be known in advance and prior approval obtained from the Executive Director.

**F. Alcoholic Beverages**

SETD will not pay for alcoholic beverages and such costs should not be submitted for reimbursement.

**G. Transportation Expense Reimbursement**

Transportation costs may only be expensed upon prior approval. Transportation costs include such items as airfare, airport parking, hotel shuttles, automobile rental and fuel for such rental.

**H. Spouse/Guest Expense Reimbursement**

SETD will not pay for meals or entertainment of spouses/guest/significant others.

# PAY EQUITY

# SECTION 8 – PAY EQUITY

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## 8.1 PAY EQUITY

SETD strives to ensure all employees receive an equitable total compensation package based on a variety of factors relating to their position, job performance, education, and experience. From time-to-time, employees performing work of comparable character may have different compensation levels. Any such differences will be based on SETD's objective processes for evaluating an employee's work and one or more of the following factors: seniority, merit, quantity or quality of work, workplace location, regular and necessary travel, education, training, experience, or any combination of those factors. Employees who believe they are not being compensated fairly are encouraged to discuss the matter with the Human Resources Manager to obtain clarification.

# BENEFITS

## SECTION 9 – BENEFITS

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SETD strives to provide the most equitable and cost-effective benefits for employees in recognition of the influence benefits have on employees' economic and personal welfare. Paid in various benefit forms on your behalf, the total cost of providing the benefit program is a significant supplement to your pay and should be viewed as additional compensation.

Policies, provisions, and procedures that govern the District's benefit program apply to all regular full-time and part-time employees, whether exempt or non-exempt, unless otherwise stated in a particular benefit plan. Benefits do not apply to temporary employees.

Some benefits may accrue during your new-hire probationary period, but in most cases eligibility to use these benefits will not occur until you obtain regular employee status or meet other conditions of employment specified in the SETD Personnel Policies or contained in the benefit policy/plan booklets.

### **Benefit Pro-ration and Employee Cost Sharing**

If you are a regular part-time employee, your benefits are prorated based upon the number of hours you work. Essentially, you accrue vacation and sick leave benefits at a lower rate than a full-time employee because your accrual rate is based on fewer hours.

Discretionary employee benefits not mandated by state or federal law are selected and controlled by SETD. Decisions to provide these benefits are based on such considerations as cost, composition of our workforce, operational efficiency, and desirability of benefit provisions. When costs of discretionary insurance benefit plans exceed the District's interest in or ability to pay the full premium, we will require you to share in the cost of your coverage.

### **Benefit Design and Modification**

SETD reserves the right to design plan provisions and to add, eliminate, or otherwise modify the benefits described in these SETD Personnel Policies or elsewhere in plan documents when it is in the District's best interest. Consider that changes to benefits may occur at management's discretion prior to making a serious, long-term decision based solely on current benefit offerings.

### **Benefit Plan Documents**

You'll receive summary plan descriptions upon eligibility and enrollment. The benefit programs are explicitly defined in legal documents, including insurance contracts, official plan texts, and trust agreements. In the event of a conflict between these documents and this policy, the plan documents govern. These official documents are available from the Human Resources Manager for your review. We ask that you refer any questions about this information to the Human Resources Manager.

Individual benefits may be modified, become more expensive, or may even be eliminated in the future because of cost increases or as a result of changes in our business situation or economic conditions. We encourage you to be thoughtful about relying solely on these benefits, given that they are subject to change. Upon separation from employment, employees may be eligible for the continuation of benefits consistent with state and federal law. Any benefits described in these SETD Personnel Policies apply only so long as the SETD Personnel Policies is current; employees do not have vested rights.



## **9.1 HEALTH INSURANCE BENEFIT**

SETD currently provides health insurance coverage for all employees and their dependents if they are otherwise eligible to participate in the plan. You will be provided with information about the plan at the time you become eligible to participate. You are asked to review the summary plan description for answers to questions you may have. Any need for further information should be referred to the Human Resources Manager.

### **Eligibility**

This benefit is provided for all regular full- and part-time employees. If otherwise eligible, you may begin to participate in the plan after you have completed sixty (60) days of continuous employment. Insurance plan coverage begins on the first day of the month following completion of sixty (60) days of employment. Temporary employees are generally not eligible to participate in the health insurance plan.

### **Plan Enrollment**

#### Medical/Dental/Vision Coverage

The District shall pay 100% of the employee-only medical, dental and vision monthly premium for all eligible full-time employees. The employee has the option to add additional family members to their plan, with the employee paying the remainder of the premium in excess of the monthly employee-only premium.

The District shall pay 50% of the employee-only medical, dental and vision monthly premium for all eligible part-time employees. The employee has the option to add additional family members to their plan, with the employee paying the remainder of the premium in excess of the 50% monthly employee-only premium.

These amounts will be deducted from the employee's paycheck two times per month and are a pre-tax item.

### **Health Reimbursement Account**

For all employees enrolled in medical coverage outlined above the District shall maintain a Health Reimbursement Account (HRA). Employees are eligible for reimbursements up to an amount determined by the District through the HRA each Plan Year.

### **Health Insurance and HRA Eligibility**

All regular full- and part-time employees shall become eligible for health insurance benefits and HRA on the first day of the month following sixty (60) calendar days after starting employment with the District. To be eligible for coverage each month, employees must be on active paid status, paid leave, approved Oregon Family Leave Act (OFLA)/ Family Medical Leave Act (FMLA) leave for at least one-half (1/2) of the full-time working hours each month, or Oregon Paid Leave.

Coverage will end on the last day of the month in which an employee resigns, is terminated, laid off, or otherwise stops working as an eligible employee. Employees who lose their coverage may elect to self-pay the premium for continued coverage in accordance with state and federal law.

An eligible employee who chooses not to enroll in the insurance plan is entitled to \$100 per month (full-time) and \$50 per month (part-time) of compensation to be deposited to a 457(b) in lieu of coverage and is required to sign a written waiver of participation and proof of insurance.

Medical information is covered by HIPAA regulations. SETD realizes the responsibility we have to treat your private health information with great care and discretion. We have implemented safeguards to protect this information.

### **Premium Cost**

Specific types of coverage and benefit payment schedules are described in the District's health care plan booklet that is available to all eligible employees. At the time of eligibility and during open enrollment each year, you will be informed of how much the District will contribute toward your monthly premiums if you are eligible to participate in the plan. Premium rates are established by the insurance carrier and are subject to change, usually based on increased costs to provide medical services and the amount of services our employees require.

Any premium for dependent coverage you are required to pay is funded through a bi-weekly payroll deduction. SETD determines the payroll deduction schedule.

### **Termination of Coverage**

In the event that you or your dependents lose eligibility to participate in the health plan, you may have the health plan coverage extended for a period of time. Eligibility can be lost due to a prolonged absence from work or if certain "qualifying events" occur that would otherwise cause your or a dependent's group health coverage to terminate. Examples of qualifying events are termination of employment, a reduction in hours, divorce or legal separation, entitlement to benefits under Medicare, a dependent child reaching the age of twenty-six (26), or a leave of absence. You must notify the Human Resources Manager when a dependent child loses eligibility or in the event of divorce or legal separation.

You, your spouse, and dependents may continue group health insurance for a certain period of time at your own expense under COBRA. However, continuation does not occur automatically. You and any dependents have sixty (60) days to enroll in the plan, which starts on the later of the date you and any dependent would otherwise lose coverage; you have forty-five (45) days to pay the initial premium. Coverage will be retroactive to the date of the qualifying event. You and any covered dependent will receive information about the provisions of the law when you first enroll in benefits and again if a qualifying event occurs.

### **Portability/Conversion of Health Plan**

If you've been continuously covered under our group medical insurance policy for at least one-hundred-eighty (180) days and your employment with us ends, you may be eligible to convert to an individual policy with our insurance carrier. You may request this portability coverage before, during, or at the end of the benefit extension period described above. However, you must apply for portability coverage from our insurance carrier within sixty (60) days after your group coverage ends. Please contact the insurance carrier for more information about this coverage.

## **9.2 DENTAL INSURANCE BENEFIT**

SETD provides Dental Insurance plans for employees.

### **Eligibility**

This benefit is provided for all regular full- and part-time employees. If otherwise eligible, you may begin to participate in the plan after you have completed sixty (60) days of continuous employment. Insurance plan coverage begins on the first day of the month following completion of sixty (60) days of employment. Temporary employees are generally not eligible to participate in the dental insurance plan.

### **Cost**

At the time of eligibility and during open enrollment each year, you will be notified of how much the District will contribute towards monthly premiums.

Employees may enroll dependents in the dental care plan but must pay all of the premium costs associated with this coverage, which will be deducted from the employee's paycheck twice per month.

## **9.3 OTHER INSURANCE BENEFITS**

### **1. Group Life Insurance/Accidental Death & Dismemberment**

The District agrees to pay the full premium for a twenty-thousand-dollar (\$20,000) life/AD&D insurance policy for all eligible employees. Employees are eligible for the life insurance benefit the first day of the calendar month after sixty (60) calendar days of employment.

We provide group life insurance coverage for eligible employees. Employees who are regularly scheduled to work twenty (20) hours per week or more become eligible for this coverage on the first day of the calendar month after sixty (60) calendar days of employment.

### **2. Long Term Disability**

SETD provides a Group Long-Term Disability plan. Employees who are regularly scheduled to work 20 hours or more per week become eligible for this plan on the first day of the calendar month after sixty (60) calendar days of employment. SETD pays the full premium.

### **3. Short Term Disability**

SETD provides a Group Long-Term Disability plan. Employees who are regularly scheduled to work twenty (20) hours or more per week become eligible for this plan on the first day of the calendar month after sixty (60) calendar days of employment. SETD pays the full premium.

### **4. Pacific Source Flexible Spending Account (FSA)**

Employees eligible for health insurance are also eligible to participate in FSA coverage. An FSA is wholly employee funded.

### **5. AFLAC Supplemental Insurance Plans**

Employees are eligible to enroll in supplemental insurance plans through the District's AFLAC representative. These supplemental insurance plans are wholly employee paid.

#### 9.4 VACATION BENEFIT

Vacation benefits are intended to provide eligible employees with a period of paid rest and relaxation away from work. Accordingly, employees are encouraged to schedule vacations each year, and to use all earned vacation benefits.

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 benefits for the day.

Accrued and unused vacation benefits shall be paid upon termination of employment. Vacation credits shall not accrue during any unpaid leave of absence.

All full-time and regularly scheduled part-time employees are eligible for vacation based on the schedule below. All accruals begin from the first day of employment and may be used after the completion of ninety (90) days of probationary employment. No vacation time may be taken or paid during the probationary period unless specific arrangements have been made at the time of hire.

You will earn vacation benefits according to the following schedule:

##### Accrual

Regular full-time employees shall accrue vacation as follows:

Years of Continuous Service	Monthly Accrual	Days per year
0-5 years	8.0 hours	12
5+-10 years	10 hours	15
10+-15 years	12 hours	18
15+	13.34 hours	20

Regular part-time employee shall accrue vacation as follows:

Years of Continuous Service	Monthly Accrual	Days per year
0-5 years	4.0 hours	6
5+-10 years	5 hours	7.5
10+-15 years	6 hours	9
15+	8.34 hours	10

Years of service shall be calculated using the employee's anniversary date. The anniversary date shall be the employee's most recent date of hire.

Time is not to be banked and never used; therefore, accrual cannot exceed 260 hours. Vacation benefits will stop accruing when the maximum allowed has been reached. The benefit will begin accruing again when you reduce the total to less than the allowed maximum.

We provide vacation and personal time so you can enjoy periods of time away from work. Vacation is intended for rest and recreation and vacation pay may not be taken instead of time off. Vacation accrual will be paid out at separation in accordance with this policy and any applicable law.

##### Vacation Request - Non-Represented

Employees who want to use vacation time should request time off as early as possible so that arrangements for coverage can be made. Requests for vacation time are to be made through AccuFund and submitted to your supervisor. Generally, employees won't be allowed more than two (2) weeks off at a time. Vacation requests for longer than two (2) weeks will require the approval of the Executive Director. We'll try to grant each request, but we cannot guarantee your request will be approved. In the event of

competing requests for times submitted concurrently, approval will be given to the employee with the longest tenure.

### **Vacation Request - Represented**

Per ATU Bargaining Agreement Section 11.2 Vacation Bidding.

### **9.5 PERSONAL DAY**

Employees are eligible for a personal day only after they have been with the District for one year and are full-time or part-time. On or after an employee's birthday, after one year of employment, they will receive either eight (8) hours (full-time) or four (4) hours (part-time) of personal leave. This personal day must be used within one (1) year following the birthday. This day will need to be approved just like a vacation day.

### **9.6 SICK LEAVE**

#### **A. Notification of Inability to Work**

Employees are expected to be able to attend work reliably, predictably, and regularly. Employees shall notify the supervisor on duty as soon as possible, but in no event later than one-hundred and twenty (120) minutes prior to the scheduled starting time, except in the event of emergencies making it impossible to give notice. In the latter event, the employee shall give notice as soon as possible. If an employee becomes sick during the day, the supervisor or designee must be notified before the employee leaves work. The employee must comply with the notice requirements under family leave laws, which may provide for later notification of inability to work than is otherwise required by this policy if the need for the leave is unanticipated.

The employee must comply with the notice requirements under family leave laws, which may provide for later notification of inability to work than is otherwise required by this policy, if the need for the leave is unanticipated.

#### **B. Eligibility**

All full-time and regularly scheduled part-time employees are eligible for sick leave based on the schedule below. All accruals begin from the first day of employment and may be used after the completion of ninety (90) days of probationary employment. No sick leave time may be taken or paid during the probationary period.

#### **C. Accrual**

To minimize the economic hardships that may result from an unexpected short-term personal or dependent illness or injury, the District provides full-time employees with eight (8) hours and part-time employees with four (4) hours of accumulated sick leave per month. Unused sick leave benefits accumulate from year to year. Maximum hours accrued for sick leave cannot exceed three-hundred-twenty (320) hours. Employees are not paid for unused sick leave upon separation from employment.

#### **D. Concurrent Leaves**

Sometimes more than one type of leave may apply to a situation. Where allowed by federal or state law (FMLA or OFLA or PLO) leaves will run concurrently. This means that sick leave, workers' compensation leave, personal leave, leave as a reasonable accommodation for a qualified individual with a disability, Oregon and Federal family medical leave, Oregon Paid Leave, and unpaid leaves of absence may all run concurrently and be counted against the employee's family medical leave entitlement. The District may designate any type of leave as family medical leave if the leave is used for a family medical leave purpose. Vacation and sick leave credits shall not accrue during any unpaid leave of absence.

### **E. Medical Certification**

Certification of an attending physician or practitioner may be required to support the employee's claim for sick time off for any absence in excess of three (3) consecutive workdays. An employee on sick leave that is running concurrently with another type of leave, for example family medical leave, Oregon Paid Leave or personal leave, must provide the medical certification required for all applicable types of leave. This means an employee on sick leave may be required to have their medical provider complete the certification of physician or practitioner form required for federal or state family medical leave, obtain second or third medical opinions, as provided by family medical leave laws, and provide fitness for duty medical certifications before returning to work as provided by the family medical leave policy.

### **F. Transfer of Sick Leave**

Employees who have exhausted their sick and vacation leave benefits may receive a gift of sick leave from other District 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 sick leave credit in accordance with the employee's request and add it to the sick leave balance of another employee. Usually, employees are authorized to donate up to 10% of their accrued sick leave balance. The Executive Director can, under special conditions, increase the donation. If authorized by the Executive Director, you would only be allowed to give away 40 hours in a month's time. Employees who are resigning or being terminated may not transfer their accumulated sick leave to other employees.

## 9.7 PAID HOLIDAY BENEFIT

The following holidays will be recognized and observed as paid holidays:

New Year's Day (January 1) *District Closed*  
Memorial Day (Last Monday in May)  
Independence Day (July 4)  
Labor Day (First Monday in September)  
Thanksgiving Day (Fourth Thursday in November) *District Closed*  
Christmas Day (December 25) *District Closed*

Non-exempt employees who work on the holiday listed above shall receive time-and-a-half for all hours worked, in addition to the designated holiday pay.

In addition to these paid holidays, employees shall receive four floating holidays:

Martin Luther King Day (Third Monday in January)  
President's Day (Third Monday in February)  
Juneteenth (June 19)  
Veteran's Day (November 11)

The floating holidays must be used within a designated five-week period: two calendar weeks before the holiday, the week of the holiday, or two weeks after the holiday. These floating holidays can be used at any time during this five-week period for non-bargaining employees. Bargaining employees time off must be approved through the process set forth in Section 11.2 Vacation Bidding of the ATU 757 Collective Bargaining Agreement.

### Eligibility

Regular full-time employees will receive eight (8) hours pay for each recognized holiday. Part-time employees will receive four (4) hours pay. Temporary employees do not receive paid holidays. Employees on active paid status, paid leave, or approved OFLA/FMLA leave receive holiday pay. Employees on unpaid leave do not receive holiday pay. New hires shall not be eligible for holiday pay until after completing 60 (sixty) calendar days on the payroll.

## **9.8 OTHER BENEFITS**

### **1. Employee Assistance Program**

The District recognizes that employees and their family members may, from time-to-time, face personal issues that affect their careers and personal lives or both. Solutions to some of these problems may not be readily apparent. To this end, we offer, at no expense to you, the services of outside professional counseling for you and your family to help deal with personal problems such as family relationships, substance abuse, etc. You or a member of your family may consult with these professionals for up to three (3) consultations per incident on a confidential basis at no cost. Literature describing plan provisions and how to contact our providers is made available during your probationary period and to all staff members as plan provisions change.

### **2. 401[a] Money Purchase Retirement Plan**

Eligible employees may participate in the District's 401(a) Money Purchase Retirement Plan. Under the plan, the District shall make a 2.5% contribution as defined in the plan on behalf of all eligible employees, provided the participating employees have worked a minimum of 1,000 hours of service during the Plan year. District contributions become vested fully two (2) years from the employee's date of hire as a regular full-time or regular part-time employee.

Eligible employees may also contribute to the District's 457(b) Deferred Compensation Plan.

All regular employees may enroll in the Retirement Plan on the first day of the first payroll period following their one-year anniversary date.

*Note: The plan Summary Plan Description (SPD) defines the provisions of the plan. Please contact our plan representative Terry Helland to receive a copy of the SPD to address any questions you may have regarding the program benefit.*



# LEAVE OF ABSENCE

# SECTION 10 LEAVE OF ABSENCE

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We realize that our employees may encounter situations that require a temporary short-term or extended absence from work. We offer several different types of leaves of absence for the following purposes:

Bereavement Leave	Disability Leave [Non-FMLA]	Family and Medical Leave
Civic Duty	Military Leave	Leave to Donate Bone Marrow
Personal Leave	Crime Victims' Leave	Domestic Violence Leave

The type of leave requested may determine which employees are eligible and what procedure should be followed in requesting and obtaining the leave. The effect of the leave on benefit accruals, benefits, and reinstatement rights also varies according to the type of leave you are requesting. Each of these leaves is discussed on the following pages. If you have any questions about your potential eligibility for a leave or your benefits and rights while on leave of absence, please contact the Human Resources Manager.

## 10.1 BEREAVEMENT LEAVE

A leave of absence with pay for up to four (4) days may be granted an employee when a death in the employee's family requires the absence of an employee. Leave can be taken to deal with the death of a family member by attending the funeral (or alternative service), making arrangements required by the death of the family member, or grieving the death of the family member. Should circumstances require an employee to be absent longer than the four (4) days, the days in excess shall be charged against accumulated sick leave. If an employee has exhausted his/her available sick leave, the days in excess shall be charged against accumulated vacation time. Upon exhaustion of vacation time, the leave shall be unpaid. Family member shall be defined consistent with ORS 659A.150(3). "Family member" means the spouse of an employee, the biological, adoptive, or foster parent or child of the employee, the grandparent or grandchild of the employee, a parent-in-law of the employee or a person with whom the employee was or is in a relationship of in loco parentis. The benefit is payable only on days when the employee would have been scheduled to work. Proof of eligibility may be required by the District.

District-paid bereavement leave won't affect your eligibility for benefits or the continuation of benefit accruals. If you are granted additional time off, the effect of the additional leave on your benefits will be determined by our sick time policy.

## 10.2 CIVIC LEAVE

### Jury or Witness Duty Leave

Employees subpoenaed to serve as witnesses or for jury duty may obtain a protected leave of absence. If we feel that your absence would cause undue hardship to you or the District, we may instead request, with your agreement, that jury duty be postponed. If you are called for Jury Duty, you will be paid as outlined below in Section C.

If you are subpoenaed to serve as a witness, you may choose to use your accrued vacation/personal time available for your voluntary service as a witness appearance that you must make as part of your own legal proceedings or lawsuit.

#### A. Length of Leave

Jury or witness duty leave is available for the period of time covered by the initial subpoena or court order and any involuntary extensions.

#### B. Request Procedure

You must notify your Supervisor/Manager with a copy of the subpoena or notice within five (5) days after you receive the notice asking you to serve as a witness or on a jury so that arrangements can be made to cover your position.

- C. Pay While on Jury Leave  
Regular full- and part-time employees called for jury duty shall receive the regular rate of pay for scheduled work hours missed, provided they refuse court offered compensation for such jury duty or pay such compensation to the District. An employee released by the Court prior to the conclusion of his/her scheduled shift will immediately report to the District for the remainder of the shift for assignment to any available work.
- D. Status of Benefits  
Status of benefits are not affected by jury or witness duty leaves.

**10.3 CRIME VICTIMS LEAVE**

If you or a member of your immediate family suffers financial, social, psychological, or physical harm as a result of a personal felony or an employee is a victim of harassment, under the public offenses statutes, you may be entitled to take protected leave from work to attend criminal proceedings.

- A. Safety Measures  
The District will provide reasonable safety measures if you are the victim of harassment or a threat of harm that would be expected to cause concern.
- B. Eligibility  
You will be eligible to take crime victims' leave if you have worked an average of more than 25 hours per week for the District for at least 180 days immediately before the leave would begin.
- C. Length of Leave  
The amount and length of leave time you may take is limited to that which does not create significant difficulty and expense (undue hardship) to the District. If the District must limit your leave due to undue hardship, the employee will notify the prosecuting attorney in the criminal proceeding, who is required by law to notify the court. The court will then take your work schedule into consideration when scheduling the criminal proceedings.
- D. Request Procedure  
You must provide your Supervisor/Manager with reasonable notice of your intention to take crime victims' leave and provide copies of any notices of scheduled criminal proceedings that you receive from a law enforcement agency. We will treat such documentation as confidential information.
- E. Pay While on Leave  
Crime victims' leave is unpaid; however, eligible employees who take this type of leave may use any accrued paid vacation/sick/personal time available to them. Exempt employees working partial days, or a partial week will be paid in full for the entire week, although accrued time must be used first.
- F. Status of Benefits  
Benefits are not affected by crime victims' leave.

**10.4 DOMESTIC VIOLENCE LEAVE**

An employee who is a victim of domestic violence, harassment under the public offense's statutes, sexual assault, or stalking or whose minor child or dependent is a victim may be entitled to take unpaid protected leave from work.

- A. Eligibility  
All SETD employees are eligible to take domestic violence leave.

B. Types of Services/Treatment

An employee may take leave to seek legal or law enforcement assistance, to secure medical treatment, to obtain counseling or victim services, to relocate, or to take other reasonable steps to ensure one's own health and well-being or that of a child or legal dependent.

C. Length of Leave

The amount of leave taken will be reasonable and that which does not create a significant difficulty and expense (undue hardship) for the District.

D. Request Procedure

An employee accessing this leave provision needs to request time off from a Supervisor/Manager as much in advance as possible to aid in scheduling. We understand that instances of violence are usually not predictable, and these requests may be made with little forewarning. We will treat any information you share as confidentially as possible.

E. Safety Measures

The District will provide reasonable safety measures, if you are the victim of domestic violence, harassment, sexual assault, or stalking. Examples of such measures may include transfer, reassignment, modified schedule, unpaid leave, different work phone number, workstation, installing new locks, and other accommodations.

F. Pay While on Leave

Domestic violence leave is unpaid; however, eligible employees who take this type of leave may use any accrued paid vacation/sick/personal time available to them. Exempt employees working partial days, or a partial week will be paid in full for the entire week, although accrued time may be used first.

Payment for this type of leave may be covered under Paid Leave Oregon.

G. Status of Benefits

Benefits are not affected by domestic violence leave.

SETD offers an Employee Assistance Program which we strongly encourage any employee experiencing such an issue to avail themselves of the EAP's service and support.

### **10.5 FAMILY & MEDICAL LEAVE (FMLA & OFLA)**

**(OFLA for Oregon Districts with 25-49 employees. FMLA for Oregon Districts with 50 or more employees.)**

Family and Medical Leave policy allows you to take a leave of absence for your own serious health condition. Leave is also granted for the birth or adoption of a child, for the placement of a foster child, for the care of a child, spouse or registered same-gender domestic partner, parent, parent-in-law, grandchild, or grandparent with a serious health condition and for the care of a sick child with a non-serious illness, military exigency, and bereavement due to the death of a family member. This SETD Personnel Policies language is intended to outline our practices regarding this leave.

### **10.6 OREGON FAMILY LEAVE ACT (OFLA)**

#### Purpose

The Oregon's Family Leave Act (OFLA) provides employees protected leave from work when experiencing or supporting certain family during physical or mental health instances.

Eligible employees may take protected leave for the following reasons:

- Home Care for an Employee's Child: This includes both serious and non-serious health conditions, as well as school and childcare closures due to public health emergencies.
- Bereavement: Employees can take limited leave for bereavement. (No more than two (2) weeks per instance and four (4) weeks in a benefit year.)
- Pregnancy Disability: Leave related to pregnancy and pregnancy related conditions. (Two (2) weeks in addition to the standard twelve (12) weeks in a benefit year.)
- Military Family Leave: Leave related to the deployment of an employee's spouses or domestic partner for military service (US Armed Forces, National Guard, or US military reserve forces).

It is important to remember that some of these instances may be eligible for wage replacement through our Paid Leave Oregon Insurance.

### Eligibility

You are eligible for Oregon specific family leave act as soon as the following requirements are met:

- You have been employed for at least 180 days (26 weeks) or more before the first day of the family and medical leave; and,
- You have worked an average of 25 or more hours per week as of the day before the request for family and medical leave is made. This average is calculated over the 180 days preceding the request for leave. For the purpose of taking leave for the birth, adoption, or placement of a child, there is no hours-worked requirement.
- Rarely, an employee may otherwise be eligible. Speak to the Human Resources Manager for additional details.

### Length of Leave

Generally, you may take up to twelve (12) weeks of family and medical leave during a 12-month period. The 12-month period will be measured forward from the Sunday prior to your first date of leave begins; a week is defined as your normal work week schedule. If medically necessary, family and medical leave may be taken on a reduced or intermittent schedule. Details of the proposed schedule should be attached to the "Request for Family Leave" form and should be verified by the certifying health care professional on the "Health Care Provider Certification" form, if applicable. In certain situations, you may be eligible for additional leave including pregnant employees, new parents, and employees taking military caregiver leave, for example.

You may be required to provide periodic status reports to the organization while on a family and medical leave.

### Request and Certification Procedure

We recognize that many times the need for family and medical leave can be caused by serious or emergency situations. We will make every attempt to work with you to ensure that you receive all the benefits to which you are entitled; however, you are expected to adhere to our workplace rules and make every effort to communicate your situation to us immediately. So that we can best work with you, it's important that you complete all requested leave documentation.

In situations where the need for medical leave is known, you must give at least thirty (30) days' written notice of your intent to take family and medical leave by filling out and turning in the "Request for Family and Medical Leave" form. Failure to provide 30 days' notice can impact your eligibility and the timing of

the leave. Upon submitting the completed leave request, you may be required to provide verification of the need for the leave. Examples of such documentation include a "Health Care Provider Certification" form, deployment orders, adoption papers, a birth certificate, or confirmation of a death.

Requests for family and medical leave for a serious health condition, except parental leave, must be verified by a health care professional by using the "Health Care Provider Certification" form, which needs to be returned within 15 days of our request. You are required to provide sufficient information for us to determine if your situation qualifies for leave. If sufficient information is not provided, we may request that you provide additional information within seven (7) days. If you fail to return the form at all, your leave request may be denied.

If you are taking family and medical leave related to the birth of a child or to care for a family member with a serious health condition, you may be asked to provide proof of your relationship to this person. Please check with the Human Resources Manager to discuss how best to provide this proof.

In the case of adoption, a legal representative who can attest to the validity of the adoption must verify the request for family and medical leave. In the case of placement of a foster child, a representative of the agency making the placement can verify the request.

Any documentation provided, including medical information provided for either a personal health condition or the health condition of a family member, is kept confidential and only those with a valid business-related reason for knowing any details will have access to any of this information. If you have any questions about how this information will be handled, please contact the Human Resources Manager.

Subsequent medical verification may be requested in connection with an ongoing absence, but not more often than every 30 days. Exceptions exist, however, in situations where:

- Circumstances change significantly from the current certification; for example, the pattern of necessary absences changes;
- Information is received casting doubt on the employee's stated reason for the leave or the continuing validity of the certification.

Lastly, the Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting or requiring genetic information of employees or their family members. In order to comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

### General Provisions

You are required to use any accrued sick leave, vacation or other paid leave available to you during the family and medical leave. When this is exhausted, the balance of the leave will be unpaid.

The organization will continue to pay our share of your medical benefits during family and medical leave. You are responsible for paying your share of medical insurance premiums prior to the due date of the premium payment. You may continue other insurance benefits by paying the full cost of the premium for any leave in excess of four (4) work weeks in duration. Premium payments must be received by the due date or coverage will be discontinued.

### Reinstatement

You are entitled to return to the same or an equivalent job with equivalent benefits, pay, and other terms and conditions of employment at the end of a family and medical leave (OFLA & FMLA). You may be required to present a fitness-for-duty certificate before being reinstated.

Other details regarding family and medical leave are available from the Human Resources manager.

#### **10.7 FAMILY MEDICAL LEAVE ACT (FMLA)**

The Federal Family and Medical leave Act applies to all government employers. However, due to our size, below fifty (50) employees the District is not eligible for this leave type. Notice will be provided to employees if this eligibility changes.

#### **10.8 LEAVE TO DONATE BONE MARROW**

A. Eligibility

Employees working twenty (20) or more hours per week are eligible for this leave.

B. Length of Leave

An employee may use up to 40 hours of leave which may be taken as paid or unpaid time. In extenuating circumstances, approval to take more time off (paid or unpaid) may be granted by a supervisor or manager.

C. Request Procedure

You must notify your manager or supervisor as soon as is practicable after you become aware that you will be donating bone marrow. You are expected to provide a copy of the doctor's verification for bone marrow donation. If there is a medical determination that you do not qualify as a bone marrow donor, the paid leave of absence used before that determination was made will not be affected.

D. Status of Benefits

Benefits are not affected by this leave.

#### **10.9 PERSONAL LEAVE OF ABSENCE**

A. Eligibility

Employees who have been continuously employed with the District for at least one (1) year may request a personal leave of absence without pay.

B. Length of Leave

Requests may be granted at the sole discretion of the District. for a reasonable period of time up to sixty (60) days. Requests may be granted at the sole discretion of the District.

C. Request Procedure

Requests must be submitted in writing and must be approved in writing by the Executive Director/Chief Operations Officer before the leave begins. Requests for extensions of leave must be submitted in writing and approved in writing by the Executive Director/Chief Operations Officer before the extended period of a leave begins. It is the employee's responsibility to report to work at the end of the approved leave. An employee who fails to report to work on the day after the leave expires will be considered to have voluntarily resigned.

D. Pay While on Leave

Personal leaves of absence are without pay.

E. Status of Benefits

The District will not pay for group health or dental insurance premiums during any portion of an unpaid leave of absence (except when leave qualifies for family medical leave and benefit continuation is provided by the OFLA/FMLA 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 leave must be paid before the employee begins the leave (except as provided by OFLA/FMLA laws). Vacation and sick leave will not accrue during personal leave of absence.

F. Reinstatement

SETD will attempt to arrange employment for individuals returning from a personal leave of absence, but no guarantees are made. While you are on a personal leave of absence, you are required to check in with your Supervisor/Manager on a regular basis as agreed upon to inform us of your status and to notify us of any change in personal data. You may be required to present a doctor's release before being reinstated if the leave was medically related.

**10.10 UNIFORMED LEAVE AND RE-EMPLOYMENT**

Regular employees requiring a leave of absence for service in the uniformed services are provided leave and will be re-employed at the end of the leave. Policies governing this leave are designed according to the Uniformed Services Employment and Re-employment Rights Act and applicable state regulations. The policy covers employees who enter active military duty voluntarily and extends to Reservists or National Guard members who are called to limited active duty or extended training duty, including regularly scheduled annual training and military summer camp training. These military members, and those with previous or current military service, are protected from discrimination and harassment.

A. Eligibility

All employees of the District except those hired on a brief, non-recurrent basis is eligible for leave.

B. Length of Leave

Given that the requirements regarding this type of leave are subject to change, the length of this leave will be administered under the current provisions of all applicable laws at the time of occurrence.

C. Request Procedure

You must provide oral or written notice, using the Leave of Absence Request Form, of your obligation or intention to perform service in the uniformed services, unless notice is precluded by military necessity or is otherwise unreasonable or impossible. Failure to do so may result in loss of re-employment rights.

D. Pay While on Leave

Military leave is without pay unless you elect to utilize vacation benefits earned before the commencement of the leave.

E. Status of Benefits

Reservists, National Guard members, and veterans returning from military service in the Armed Forces have and retain rights with respect to seniority, vacation, compensation, and length of service pay increases, as may be provided by applicable statutes of the United States and the State of Oregon. For any leave extending beyond thirty (30) days, you may maintain health care insurance benefits for up to twenty-four (24) months while on leave by paying the full insurance premiums.



F. Reinstatement

If you are returning from a USERRA leave, you generally must report to work or request re-employment within prescribed time limits, which are based on the length of the leave as follows:

1 to 30 days: You are expected to report to work on the first regularly scheduled workday following the completion of your service and an eight (8) hour rest period. You will most likely be reinstated to a position you would have held had you not taken leave or to the same position you held prior to the leave.

31 to 180 days: You should submit an application for reemployment no later than fourteen (14) days after an honorable release from service unless it is impossible or unreasonable through no fault of your own. You will generally be reinstated to the position you would have attained if continuously employed, so long as you are qualified for the job or can become qualified after reasonable efforts by SETD, or to the same position you held prior to leave. In some cases, reinstatement may be made to a position of like seniority, status, and pay to either of the aforementioned positions or to their nearest approximation.

181 days plus: You must apply for re-employment no later than ninety (90) days after the completion of satisfactory service, absent extenuating circumstances. You will generally be reinstated to the position you would have attained if continuously employed, so long as you are qualified for the job or can become qualified after reasonable efforts by SETD, or to the same position you held prior to leave. In some cases, reinstatement may be made to a position of like seniority, status, and pay to either of the aforementioned positions or to their nearest approximation.

For service of thirty-one (31) days or more, SETD will request that you provide documentation to verify your rights to re-employment, including your separation papers.

Time limits for applications for re-employment are extended for up to two (2) years for disabled veterans unless extenuating circumstances beyond a veteran's control may warrant another minimal extension beyond that period. Failure to file an application within the required time periods may otherwise result in a loss of the right to re-employment.

**10.11 OREGON MILITARY FAMILY LEAVE (Employers with 25 or more employees.)**

An employee may be eligible to take leave beginning on the first day of employment if the employee's spouse/registered domestic partner is notified of an impending call to active duty and when the spouse/registered domestic partner is on leave from deployment.

A. Eligibility

You will be eligible to take military family leave if you work an average of at least twenty (20) hours per week for the District.

B. Length of Leave

The amount of leave time available is up to fourteen (14) days of unpaid leave per deployment.

C. Leave Interaction with the Oregon Family Leave Act (OFLA)

If an employee is also eligible for OFLA, generally at least six (6) months on the job and working at least twenty-five (25) hours per week, this time will run concurrently with OFLA leave, reducing the twelve (12) weeks of leave available in any leave year.

D. Request Procedure

An employee accessing this leave provision needs to request time off from the designated Supervisor/Manager within five (5) days of receiving official notice of an impending call or order to active duty or of a leave from deployment, or as soon as is practicable. Obviously, the more advance notice given, the easier it is to handle scheduling issues. These types of leave situations, however, arise with little forewarning at times.

E. Pay While on Leave

Oregon military family leave is unpaid; however, eligible employees who take this type of leave may use any accrued paid vacation/personal time available to them. Exempt employees working partial days, or a partial week will be paid in full for the entire week.

F. Status of Benefits

Benefits are not affected by Oregon military family leave.

## 10.12 OREGON PAID LEAVE

SETD provides a Paid Leave Oregon (PLO) Insurance plan through the Oregon Employment Department. This insurance is required by Oregon state law and provides paid time off to eligible employees. This is a protected leave. All health-related information gathered by the insurer and organization during this process will be maintained as confidential. Employees will not be discriminated against or retaliated against for using or trying to use this insurance benefit. We encourage each employee to use the combination of time off and benefits that meets their personal needs.

### Cost

Employees will see a 60% of 1% deduction from gross wages for each paycheck. The employer will contribute 40% of 1% deduction of the employee's gross wages for each paycheck.

The employee and employer minimum and maximum, as well as overall costs, of this coverage will be assessed annually by the Oregon Employment Department and may change. We will be provided notice to employees in advance of any change.

### Eligibility

Most employees who work in Oregon are eligible to submit a claim. The determination of eligibility will be made by Oregon Employment Department. If an employee disagrees with an eligibility determination, the employee may use the appeal process outlined in the determination notice.

### Length of leave

The length of leave is part of the determination process. An employee may qualify for up to twelve (12) weeks of leave annually. The annual benefit year begins the Sunday prior to the first use of leave for any reason. The coverage may be approved in intermittent single day use up to a continual twelve (12) week period.

### Reasons for leave

Benefits may apply to a variety of situations, including:

- Family leave
  - During the birth of a child
  - Bonding with a child in the first year:
    - After birth
    - When the child is placed in the employee's home through foster care or adoption (beginning 1/1/2025)
- Employees own serious health condition\*
- To care for a family member with a serious health condition\*.

- Medical leave - The employee caring for themselves when the employee has a serious health condition\*.
- Safe leave - For survivors of:
  - Sexual assault
  - Domestic violence
  - Harassment
  - Stalking
- Pregnancy Disability Leave (Additional 2 weeks)

\* A serious health condition is an illness, injury, impairment, or physical or mental condition that: requires inpatient care, poses an imminent danger of death or possibility of death in the near future, requires constant or continuing care, involves a period of incapacity, involves multiple treatments, or involves a period of disability due to pregnancy.

**Insurance benefit while on leave**

The amount of benefit the employee will receive will be calculated based upon the employee’s earnings for the prior year. This will also be part of the determination of coverage process. The minimum and maximum benefit amounts may be adjusted by the Oregon Employment Department annually, and the employee will receive notification before a change occurs. Visit Employees and Paid Leave Oregon website for employees for the current rates.

**Use of accrued leaves while on PLO**

Employees may choose to use accrued leaves while on PLO. Leaves will be used in the following order accrued sick leave, vacation or other paid leave available to you during the family and medical leave.

**Notification of the need for leave**

An employee is required to provide the employer notice of their intention to take leave. For planned events the employee is required to provide thirty (30) days written notice. For unplanned events the employee is required to notify the employer within twenty-four (24) hours of the leave and provide written notice within three (3) days. If an employee is incapacitated due to an unplanned event and are unable to meet these obligations, we ask the employee to notify the employer as soon as possible.

Please complete the Notice Form found below to notify the employer of the intention to take leave. The employee may also contact the Human Resources Manager for a copy.

**Filing a Claim for coverage**

Employees will need to establish an account at Frances Online and file claims electronically. This is the electronic system of record for the Oregon Employment Department. Employees are responsible for submitting the required paperwork and any updates or changes to their claim. The employer will be unable to complete the application process on the employee’s behalf.

**Job and Benefit Protection while on leave**

If an employee has been employed with the employer for at least ninety (90) days prior to the leave, the employee will be restored to the same position upon their return, if the same position exists. If the same position does not exist employees are entitled to a position equal to their previous position before you took leave, with equal employment benefits, pay and other terms and conditions.

If, at the time of leave, the employee is receiving health benefits these will be maintained.

**Complaints Procedure**

Our goal is to solve all concerns at the lowest possible level. We encourage all employees to bring complaints to the Human Resources Manager promptly and in writing.

We understand employees may choose to seek outside assistance to resolve complaints regarding this coverage. Employees may contact the Oregon Bureau of Labor and Industries to file a complaint or may contact an attorney of their choice to determine if a civil action may be appropriate.



## PAID LEAVE OREGON - NOTICE OF LEAVE

<b>First Name:</b>	<b>Last Name</b>

<b>Type of Leave: (Check one) See below for information about each leave type.</b>			
	Family Leave		Medical Leave
	Safe Leave		

<b>Explanation of the need for leave:</b>

Anticipated Start Date:	
-------------------------	--

Anticipated End Date:	
-----------------------	--

Anticipated Return Date, if different than End Date:	
--	--

\_\_\_\_\_  
Employees Signature

\_\_\_\_\_  
Received by

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# HEALTH AND SAFETY

# SECTION 11- EMPLOYEE HEALTH AND SAFETY

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SETD is committed and legally responsible to provide our employees with a safe and healthful work environment while on-site, in the field, and working at an approved alternative location (such as an employee's home). To accomplish this goal, both management and employees must make diligent efforts to promote safety within applicable laws and standards.

We develop and implement safety rules and regulations through our managers and supervisors. This process is ongoing and requires periodic safety audits. Safety audits are undertaken to determine the necessity and feasibility of providing devices or safeguards to make the workplace safe and healthful. We also educate employees about workplace hazards and the proper and safe methods to use in performing job tasks.

You are expected to give your full skill and attention to the performance of your duties, using the highest standard of care and good judgment. You are also expected to always follow safety rules and regulations, including using appropriate protective clothing, shoes, and equipment, attending all training sessions offered, and following directions of warning signs, signals, and supervisory personnel.

All job-related injuries or illnesses are to be reported to your supervisor immediately, regardless of severity. In the case of serious injury, your reporting obligation will be deferred until circumstances reasonably permit a report to be made. Failure to report an injury or illness may preclude or delay the payment of any benefits to you and could subject SETD to fines and penalties. No one will be retaliated against for filing a workers' compensation claim in good faith.

Safety rules and regulations will be issued or modified from time-to-time and will be effective immediately upon communication. Rules and regulations will be distributed to you and posted on the employee bulletin board.

If an injury or illness occurs, you are required to:

1. Take remedial first aid actions; seek emergency care if necessary.
2. Report the injury or illness as soon as possible.
3. Fill out the report form and workers' compensation form.
4. Provide your supervisor with a medical release from a doctor.
5. Review the incident with our Chief Operations Officer.

## **11.1 EARLY RETURN TO WORK PROGRAM**

Whenever feasible and available to minimize time away from work, our Return-to-Work program provides guidelines for returning you to work as early as possible after you have suffered an on-the-job-injury or job-related illness. The program is not intended to be a substitute for a reasonable accommodation when an injured or ill employee also qualifies as an individual with a disability.

The Return-to-Work program consists of a team effort by supervisors, employees and their treating physicians, management, and our workers' compensation insurance carrier. All team members will take an active role in returning an employee to productive work. Through this team effort, we hope to help our employees recover and return to full employment as soon as their medical condition permits.

If you are injured on the job and your doctor determines that you are able to perform modified work, the District will attempt to provide such a job until you are able to resume your regular duties, except where provided as an accommodation for a permanent disability. All modified work is temporary and may be offered at any location or on any shift if available. If you are offered a modified position that has been medically approved, failure to report at the designated time and place may affect time loss compensation.

A return to work from non-work-related injuries or illness may be covered in the Leave section.

## **11.2 SMOKING IN THE WORKPLACE**

SETD facilities and the Astoria Transit Center Plaza are designated as non-smoking. This includes the use of electronic cigarettes and vaping devices. Places outside the office buildings or Astoria Transit Center Plaza may be designated as smoking areas; smoking is limited to these areas. Please do not smoke or vape within ten (10) feet of any entrance, exit, window, or air intake device. If any employee has a concern about the areas designated, that individual should speak with the appropriate supervisor. Refer to ORS 433.835-870

## **11.3 EMPLOYEE RIGHT TO KNOW - HAZARD COMMUNICATION PROGRAM**

SETD provides a Hazard Communication Program so that all employees are aware of chemical hazards in the workplace. By becoming familiar with this information, you can help prevent injuries and illnesses from chemical exposure. If you have any questions regarding chemical hazards, do not hesitate to ask your supervisor or Chief Operations Officer.

The following safety precautions have been taken to prevent injuries and illnesses from chemical exposure:

### A. Container Labeling

The Maintenance Supervisor will verify that all containers received for use will:

- Be clearly labeled as to the contents with a product identifier.
- Note the appropriate hazard warning with a precautionary statement, pictogram, hazard statement, and supplemental information.
- List the manufacturer/supplier name, address, and emergency phone number.

It is our policy that no container will be released for use until the above data is verified.

The supervisor in each section will ensure that all secondary containers have either an extra copy of the original manufacturer's label or a generic label that has identification and hazard warning blocks. For help with labeling, see the Maintenance Supervisor.

### B. Safety Data Sheets (SDS)

Copies of safety data sheets for all hazardous chemicals that employees of this District may be exposed to will be kept in the Maintenance Shop. Safety data sheets will be available to all employees in their work areas for review during each work shift. Never use a chemical or associated machinery if its safety data sheet is not available; you should immediately contact the Maintenance Supervisor before using the chemical or the machine containing it.

### C. Employee Information and Training

Before starting work, you will attend a health and safety orientation and receive information and training about the following:



- An overview of the requirements contained in the Globally Harmonized Hazard Communication System;
- Chemicals present in your workplace operations;
- Location and availability of our written hazard communication program;
- Physical and health effects of the hazardous chemicals;
- Methods and observation techniques used to determine the presence or release of hazardous chemicals in the work area; and,
- How to reduce or prevent exposure to these hazardous chemicals through the use of control/work practices and personal protective equipment.

After attending the training class, you will sign a form to verify that you attended, received our written materials, and understand our policies on hazard communication.

Prior to a new hazardous chemical being introduced into any section of this District, each employee of that section will be given information as outlined above. The Maintenance Supervisor is responsible for ensuring that Safety Data Sheets (SDS) on new chemicals are available.

# **DRUGS AND ALCOHOL NON-SAFETY SENSITIVE**

## **SECTION 12 – DRUGS AND ALCOHOL– NON-SAFETY SENSITIVE**

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### **12.1 DRUGS AND ALCOHOL – NON-SAFETY SENSITIVE**

For all employees not covered by the Federal Transit Administration the objective of this policy is to provide a workplace and environment that are free from the effects of substance abuse. Furthermore, SETD has a responsibility to our employees, to those who use or come into contact with our services, and to the general public to ensure safe operating and working conditions. To satisfy our drug free workplace objective and meet these responsibilities, we have established a work environment where employees are free from the effects of drugs, alcohol, or other impairing substances. Accordingly, we have adopted this substance and alcohol policy.

The following conditions and activities are expressly prohibited on our premises or property or during work time or while representing us in any work-related fashion and will lead to corrective action, up to and including termination:

- Manufacturing, selling, attempting to sell, using, distributing, or possessing alcohol or other controlled substances that impair job performance or pose a hazard when use or possession occurs (as a government employer this includes marijuana).
- Reporting for or being at work while impaired by the use of alcohol, drugs, or controlled substances.

If your doctor prescribes over-the-counter or pharmaceutical drugs, you are responsible for determining if you are able to maintain work performance standards, including safety. If you are not, you are to contact your Supervisor before returning to work.

If you have a problem with substance or alcohol use and wish to undertake rehabilitation, you may be granted a leave of absence for this purpose. It is your responsibility to seek help before the problem adversely affects your work performance or results in a violation of this policy. If you need assistance in seeking this help, you may talk to the Human Resources Manager. No one will be discriminated against for undertaking rehabilitation.

Where we have a reasonable basis to believe that an employee is in violation of this policy, the employee will be required to submit to testing to determine presence of, use of, or involvement with alcohol or drugs. We reserve the right to determine whether a reasonable basis exists.

The following definitions apply:

Reasonable suspicion is defined as specific, describable observations concerning such circumstances as the work performance, appearance including, for example, noticeable odor of an alcohol, behavior, or speech of the employee, or as being involved in an accident on District premises that results in physical injury or property damage.

The presence of is defined as any noticeable or perceptible impairment of the employee's mental or physical faculties.

Controlled Substances are defined as any product causing potential impairment of an employees' mental or physical faculties.

Over-the-counter drugs are defined as those that are generally available without a prescription from a medical doctor.

Prescription drugs are defined as those drugs that are used in the course of medical treatment and have been prescribed and authorized for use by a licensed practitioner/physician or dentist.

Any employee who is found to be in violation of this policy and who refuses to submit to testing, or refuses to cooperate, or attempts to subvert the testing process will be subject to corrective action, up to and including termination.

## **12.2 NALOXONE POLICY**

It is the intent of Sunset Empire Transportation District (SETD) to prevent opioid-related deaths on District buses and premises. Naloxone, commonly known as Narcan, is a medication that can reverse an overdose that is caused by an opioid drug. When administered during an overdose, Naloxone blocks the effects of opioids on the brain and respiratory system in order to prevent death. Naloxone has no potential for abuse and is a non-narcotic and non-addicting prescription medication.

It is the policy of SETD that all buses, Astoria Transit Center, and Operations Buildings 1 and 2 stock Naloxone as an opioid antagonist to treat a case of suspected opioid overdose. Any person trained may administer Naloxone to any person suspected of experiencing an opioid-related overdose.

### **AUTHORITY**

An overdose is always a medical emergency. It's very important that you call 911 any time someone has a drug overdose.

If you use Naloxone, the effects are temporary, and the person still needs medical attention. Be aware that it may take multiple doses of Naloxone to reverse the overdose. After the medication wears off, the person could fall back into a coma.

If you call police or 911 to get help for someone having a drug overdose, Oregon's Good Samaritan Law ORS 30.800 and the Immunity from Drug Related Offenses for Emergency Medical Assistance ORS 475.898 protect you and the person who has overdosed from being arrested or prosecuted for drug-related charges or parole/probation violations based on information provided to emergency responders.

**Please refer to the Naloxone Policy and Procedure document that is made available to all employees upon request following their acknowledgement of the required training on its administration. For any further questions you should contact the Naloxone Coordinator or the SETD Chief Operations Officer.**

# WORKPLACE VIOLENCE

# SECTION 13 – WORKPLACE VIOLENCE

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## 13.1 WORKPLACE VIOLENCE

SETD recognizes the importance of a safe workplace for employees. A work environment that is safe and comfortable enhances employee satisfaction with work as well as employee productivity.

To foster a safe workplace, this District specifically prohibits any employee, customer, or vendor from bringing any kind of weapon, knife (other than folding pocket-knife), or firearm on premises. If you have a question whether something may be considered a weapon in violation of this policy, you must ask your supervisor prior to bringing the item onto our premises.

Situations may occur despite our best efforts to prevent them, which present a risk of harm to employees and others. All employees have an obligation to report any incidents that pose a risk of harm to employees or others associated with the District or that threaten the safety, security, or financial interests of the District. Employees should make such reports directly to the Human Resources Manager.

All information related to the reports, including the name of the reporting employees, will be kept as confidential as possible under the circumstances. We will generally notify the reporting employee of action taken in response to the report.

We may, out of business necessity, conduct an investigation of a current employee when the employee's behavior raises concerns about work performance, reliability, honesty, or potential threat to the safety of co-workers or others. An employee investigation may include investigation of criminal records and a search of the District's property such as desks, work areas, lockers, file cabinets, voice mail systems, and computer systems.

If an employee is found to have violated any part of this policy, corrective action up to and including termination may occur.

# EMERGENCY PREPAREDNESS

## **SECTION 14 - EMERGENCY PREPAREDNESS**

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### **14.1 EMERGENCY PREPAREDNESS**

SETD may be subject to major disruptions as a result of occurrences beyond the control of the District. All employees should exercise good judgment in responding to these events as the situation necessitates. SETD will try to provide emergency and limited services during periods of disruptions. The Executive Director shall make the determination to close the District, suspend activities, or make the District available for community support.

In the event of potential or actual disruptions that may be weather-related or a result of a catastrophic event such as an earthquake, tsunami, fire, explosion, or public health emergency, a closure message will be displayed on the SETD webpage and recorded on SETD's general voice message line if possible.

Should a threat to District property or an employee be received, it should be reported immediately to the supervisor.



# EMPLOYMENT SEPARATION

# SECTION 15 - EMPLOYMENT SEPARATION

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NOTE: EMPLOYMENT SEPARATION FROM SETD OCCURS WHEN YOU VOLUNTARILY RESIGN, ARE LAID OFF, OR ARE DISCHARGED BY THE DISTRICT.

## 15.1 RESIGNATION

Employment with SETD is “at-will,” which means you are free to resign at any time, with or without cause or notice. However, in order to achieve an orderly transition, we would appreciate receiving notification of your resignation at least ten (10) working days before the intended date of departure.

## 15.2 JOB ABANDONMENT

To maintain a safe and productive work environment, employees are expected to be reliable in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on the District; poor attendance and excessive tardiness are disruptive. Either may lead to corrective action, up to and including termination of employment. If an employee fails to call in or show up for work for three (3) consecutive shifts or days, job abandonment and voluntary resignation will be assumed.

## 15.3 DISCHARGE

Our philosophy and general practice is to provide employees who have completed the initial 90 (ninety) day probationary period of employment with an opportunity to correct minor performance and conduct problems before discharge is implemented.

The District has a corrective action policy found in this SETD Personnel Policies Section 3.17 that describes action management may take, at its discretion, to correct performance infractions prior to discharging employees. The decision to discharge employees is based not only on the seriousness of the current performance infraction, but also on the individual’s overall performance record and length of service.

We also believe that our employees should be given an opportunity to be heard in matters involving corrective action, including discharge, and we have provided a formal dispute resolution procedure found in Section 1.8 of this SETD Personnel Policies for that purpose. You are encouraged to use this procedure to resolve any issues you may have that cannot be resolved by consulting with your supervisor.

## 15.4 EXIT INTERVIEW

An exit interview may be arranged to give you an opportunity to address unresolved issues before leaving the District. It also allows us to solicit your opinions about our District and any suggestions you may have for its improvement. We encourage all employees invited to participate in an exit interview when they separate from employment to do so, and we value all opinions and suggestions we receive in the process.

At the exit interview session, you will be given information regarding your benefit continuation rights and responsibilities and how you will receive your final paycheck.

## 15.5 RETURN OF DISTRICT PROPERTY

Upon separation from employment, either voluntarily or otherwise, you must return all District property in your possession. Such property may include credit cards, District vehicles, keys, ID cards, pagers, tools, software, electronic devices, uniforms, this SETD Personnel Policy, and any other items in your possession that belong to the District.

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Employee's Notes

# Sunset Empire Transportation District

## PERSONNEL POLICIES RECEIPT ACKNOWLEDGMENT FORM

As an employee of SETD, I acknowledge the following:

I have been provided with a copy of the SETD Personnel Policies. I understand that the SETD Personnel Policies contains important information about SETD's policies, work rules, and my benefits. I have both read and understand the information in the Personnel Policies and have asked my Supervisor or Human Resources Manager for the clarification of any information I did not understand.

I acknowledge the SETD Personnel Policies is neither a contract of employment nor a guarantee of specific treatment in any situation; that the District has the right to change, modify, add to, substitute, eliminate, interpret, and apply, in its sole judgment, the policies, rules, and benefits described in the SETD Personnel Policies; and that the current SETD Personnel Policies supersedes all prior SETD Personnel Policies, and understandings related to the subjects it contains.

The Executive Director is the only person authorized to make changes to the SETD Personnel Policies and all such changes must be in writing to be valid. Any changes to the content will be communicated to employees via official notices.

I understand that, unless stated otherwise in an employment contract, my employment relationship with the District is "at-will" and either the District or I can end the relationship at any time, with or without reason or notice. The Executive Director is the only person who has the authority to enter into an employment contract, which must be in writing and signed by both parties to be valid.

I further hereby acknowledge that I have received a copy of the anti-drug and alcohol misuse program policy mandated by the U. S. Department of Transportation, Federal Transit Administration for all covered employees who perform a safety-sensitive function. I understand this policy is required by 49 CFR Part 655, as amended, and has been duly adopted by the governing board of the employer. Any provisions contained herein which are not required by 49 CFR Part 655, as amended, that have been imposed solely on the authority of the employer are designated as such in the policy document.

I further understand that the information contained in the approved policy dated March 28, 2024 is subject to change, and that any such changes, or addendum, shall be disseminated to me in a manner consistent with the provision of 49 CFR Part 655, as amended.

Lastly, I am aware that I may be given confidential information during my employment, including customer lists, proprietary District plans, and other information. I understand this information is critical to the success of SETD and I agree not to disseminate or use it outside of the District, even in the event of my separation, either voluntary or involuntary.

I also acknowledge that before signing this form, I read the policy in its entirety, asked for and received clarification on any of the items discussed above that I did not understand.

I have both read and understand the information in the SETD Personnel Policies.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Employee's Name

RESOLUTION NO. 2024-02  
A RESOLUTION ADOPTING PERSONNEL  
POLICIES FOR THE DISTRICT

WHEREAS it is in the best interests of the citizens of the District and the employees of the District that certain policies relating to employment by the District be clearly set forth; and

WHEREAS, the District Board has reviewed this manual of personnel policies for employees; and

WHEREAS, the adoption of these policies appears to be in the best interest of the District and its employees;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SUNSET EMPIRE TRANSPORTATION DISTRICT:

That the personnel policies attached hereto are approved and adopted as the policies for all employees of the District. This resolution supersedes all previous resolutions.

ADOPTED BY BOARD OF COMMISSIONERS THIS 28<sup>th</sup> DAY OF MARCH 2024.

\_\_\_\_\_  
Chair

ATTEST:

\_\_\_\_\_  
Executive Director

ROLL CALL ON ADOPTION	YEA	NAY	ABSENT
Commissioner Boothe-Schmidt			
Commissioner MacDonald			
Commissioner Alegria			
Commissioner Withers			
Commissioner Read			
Commissioner Romero			
Commissioner Lewicki			



**Sunset Empire Transportation District**

**Board of Commissioners**

**RESOLUTION 2024-02**

**A RESOLUTION ADOPTING PERSONNEL POLICIES**

WHEREAS it is in the best interests of the citizens of Sunset Empire Transportation District (SETD) and the employees of SETD that certain policies relating to employment by SETD be clearly set forth; and

WHEREAS, the SETD Board has reviewed this manual of personnel policies for employees; and

WHEREAS the adoption of these policies appears to be in the best interest of SETD and its employees;

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SUNSET EMPIRE TRANSPORTATION DISTRICT:

That the personnel policies attached hereto are approved and adopted as the policies for all employees of the Sunset Empire Transportation District and that these policies supersede any previous employee policies and Resolution 2024-01 supersedes all previous resolutions pertaining to SETD personnel policies.

**MOTION OF ADOPTION**

Name	Aye	No	Absent
Commissioner Boothe-Schmidt			
Commissioner Romero			
Commissioner MacDonald			
Commissioner Read			
Commissioner Withers			
Commissioner Lewicki			
Commissioner Alegria			

PASSED BY A MAJORITY OF THE BOARD OF COMMISSIONERS WITH A QUORUM IN ATTENDANCE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024.

SUNSET EMPIRE TRANSPORTATION DISTRICT, CLATSOP COUNTY, OREGON

By \_\_\_\_\_

Title: Debbie Boothe-Schmidt, Board Chair

ATTEST:

By: \_\_\_\_\_

Title: Secretary/Treasurer

**INTERLOCAL AGREEMENT BETWEEN  
PACIFIC TRANSIT SYSTEM AND SUNSET EMPIRE TRANSPORTATION DISTRICT  
FOR MEDICAL SHUTTLE TO DIALYSIS**

This Interlocal Agreement ("Agreement") is made and entered into as of July 18, 2024, by and between Pacific Transit System, a public transit agency with its principal office located at 216 2<sup>nd</sup> Street, Raymond, WA (Pacific Transit), and Sunset Empire Transportation District, a public transit agency with its principal office located at 900 Marine Drive, Astoria, OR. (Sunset Empire Transportation District). Each entity may be referred to individually as a "Party" or collectively as the "Parties."

**RECITALS**

WHEREAS Pacific Transit System and Sunset Empire Transportation District are both public transit agencies providing transportation services to the public in their respective jurisdictions; and

WHEREAS the Parties desire to collaborate to improve transit services, enhance operational efficiencies, and better serve the public; and

WHEREAS the Parties are authorized to enter this Agreement according to WSDOT and OST

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

**1. PURPOSE**

This agreement establishes a framework for cooperation between Pacific Transit System and Sunset Empire Transportation District to coordinate transit services, to enhance the efficiency and effectiveness of public transportation in their respective service areas.

**2. SCOPE OF COLLABORATION**

2.1 Medical Shuttle Route from Long Beach, WA, to Fresenius Kidney Care, Astoria, OR.

2.2 From Fresenius Kidney Care to Columbia Memorial Hospital, Astoria, OR.

The Parties will collaborate on the planning and operating of transit services to ensure seamless connectivity and coordination between their respective routes and schedules.

**3. TERM AND TERMINATION**

3.1 Term

This Agreement shall commence on the date first written above and shall remain in effect for one year unless terminated earlier per its provisions.

3.2 Termination

Either Party may terminate this Agreement for any reason upon thirty days' written notice to the other. In the event of termination, the Parties shall cooperate to ensure an orderly transition of services and responsibilities.

**5. DISPUTE RESOLUTION**

In the event of a dispute arising out of or relating to this Agreement, the Parties agree to first attempt to resolve the dispute through good faith negotiations. If the dispute cannot be resolved through negotiations, the Parties may pursue mediation or other mutually agreed-upon dispute resolution methods.

**6. AMENDMENTS**

This Agreement may be amended or modified only by a written agreement signed by both Parties.

**7. MISCELLANEOUS**

7.1 Governing Law

This Agreement shall be governed by and construed by the laws of the State of Oregon.

7.2 Entire Agreement

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

7.3 Severability

If any provision of this Agreement is invalid or unenforceable, the remaining provisions shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

Pacific Transit System

Michael Wagner - GM  
By: Michael Wagner, General Manager

July 17, 2024  
Date

Sunset Empire Transportation District

\_\_\_\_\_  
By: Craig Johnston, Executive Director

\_\_\_\_\_  
Date





# SUNSET EMPIRE TRANSPORTATION DISTRICT

***BOARD OF DIRECTORS MEETING  
July 2024***



**SUNSET EMPIRE  
TRANSPORTATION  
DISTRICT**

***EXECUTIVE DIRECTOR  
REPORT-CRAIG JOHNSTON***

**Managing Resources**

**Leading People**

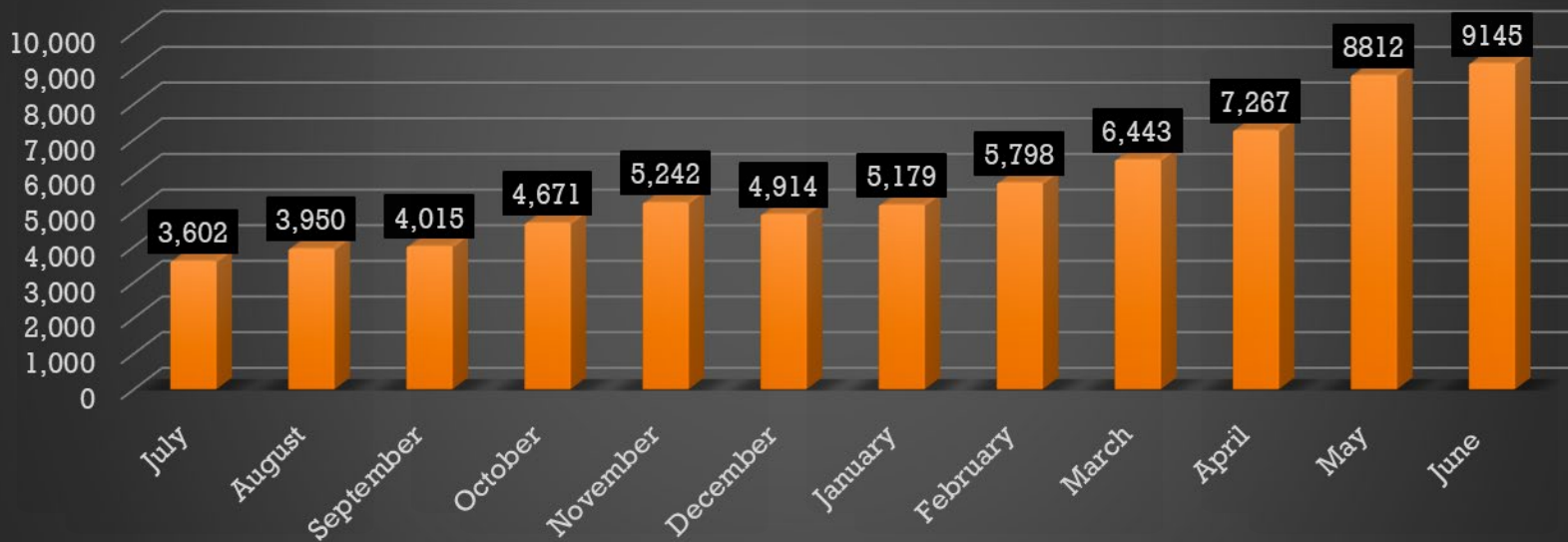
**Improving the Organization**

**Service Delivery and Operations**



# SUNSET EMPIRE TRANSIT MONTHLY RIDERSHIP REPORT

## TOTAL FIXED ROUTE RIDERSHIP BY MONTH 2023-2024



RELIABILITY

ACCESSIBILITY

EFFICIENCY

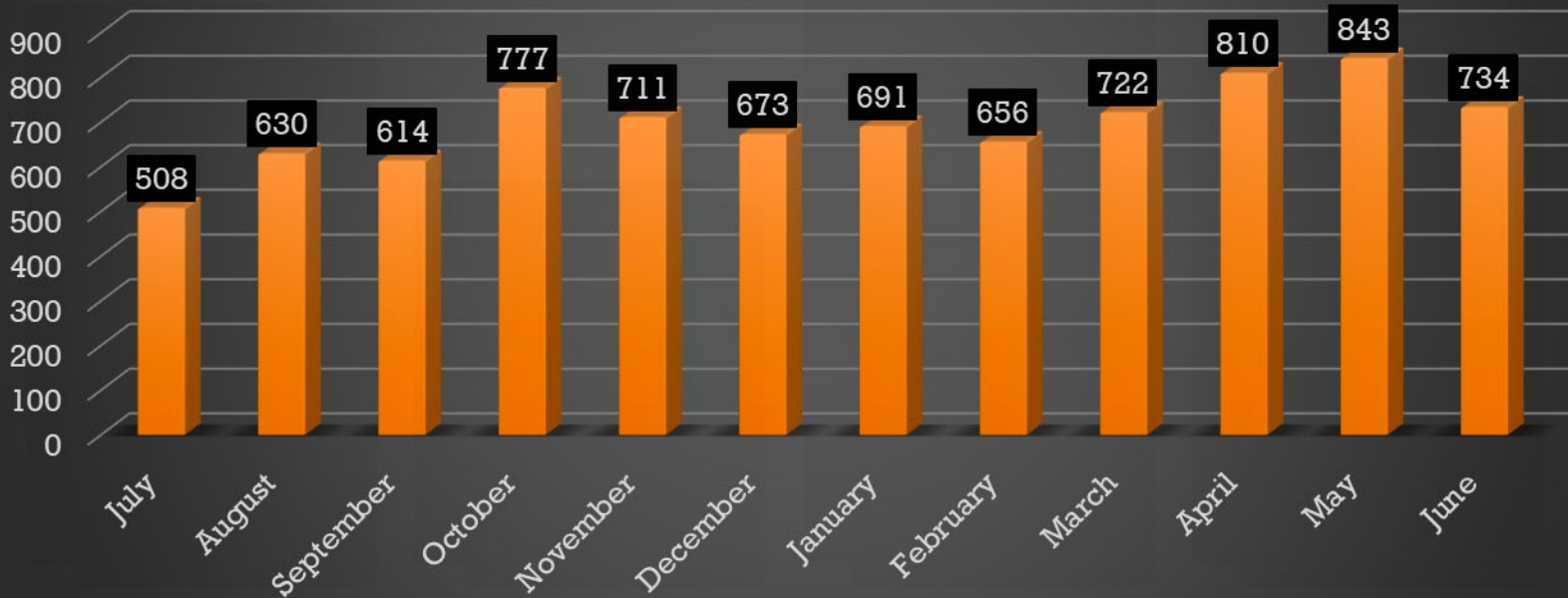
SAFETY

COMMUNITY NETWORKING



# SUNSET EMPIRE TRANSIT MONTHLY RIDERSHIP REPORT

## TOTAL PARATRANSIT RIDERSHIP BY MONTH 2023-2024



RELIABILITY

ACCESIBILITY

EFFICIENCY

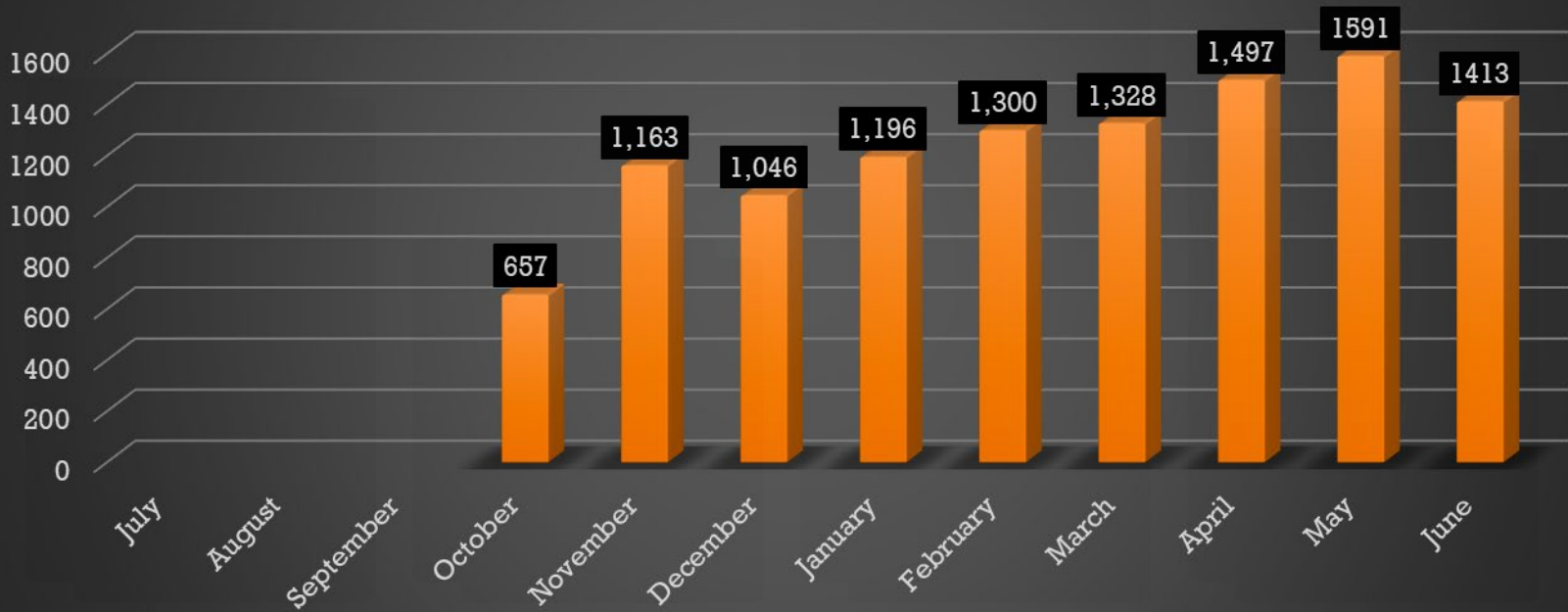
SAFETY

COMMUNITY NETWORKING



# SUNSET EMPIRE TRANSIT MONTHLY RIDERSHIP REPORT

## ROUTE 10 ASTORIA



RELIABILITY

ACCESSIBILITY

EFFICIENCY

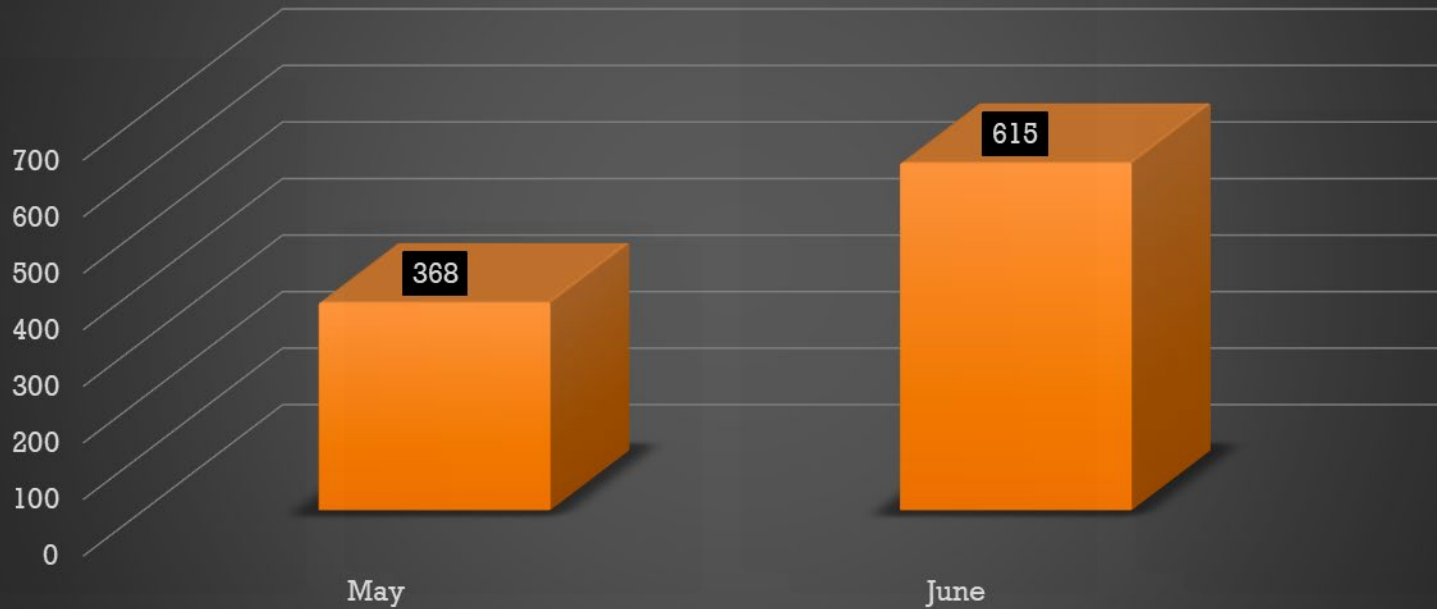
SAFETY

COMMUNITY NETWORKING



# SUNSET EMPIRE TRANSIT MONTHLY RIDERSHIP REPORT

## ROUTE 15 WARRENTON-HAMMOND



RELIABILITY

ACCESSIBILITY

EFFICIENCY

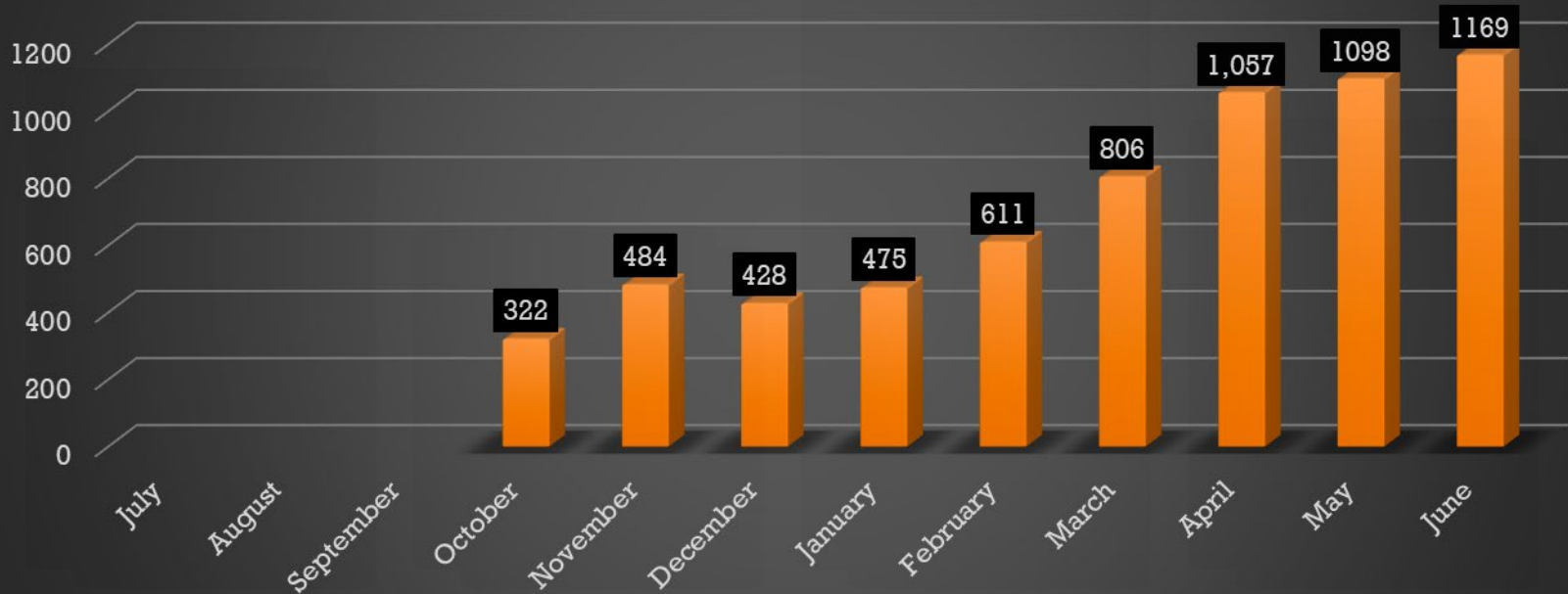
SAFETY

COMMUNITY NETWORKING



# SUNSET EMPIRE TRANSIT MONTHLY RIDERSHIP REPORT

## ROUTE 20 CANNON BEACH-SEASIDE



RELIABILITY

ACCESSIBILITY

EFFICIENCY

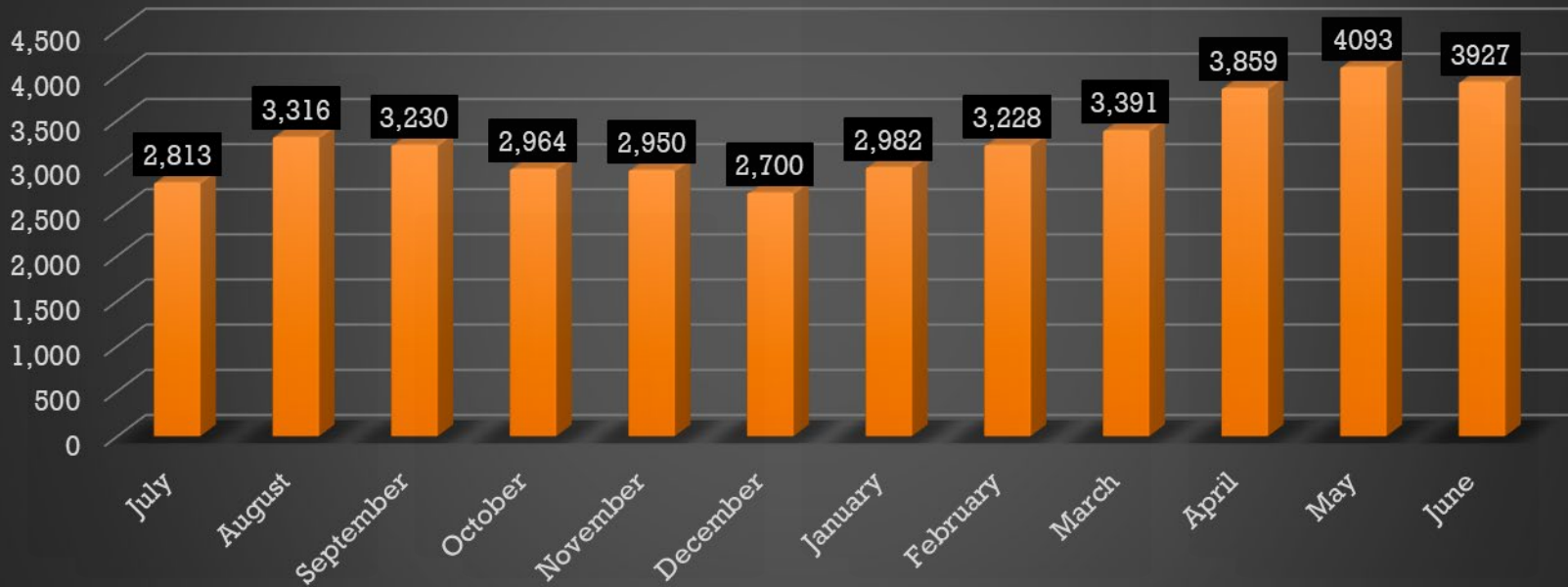
SAFETY

COMMUNITY NETWORKING



# SUNSET EMPIRE TRANSIT MONTHLY RIDERSHIP REPORT

## ROUTE 101 ASTORIA-GEARHART-SEASIDE



RELIABILITY

ACCESSIBILITY

EFFICIENCY

SAFETY

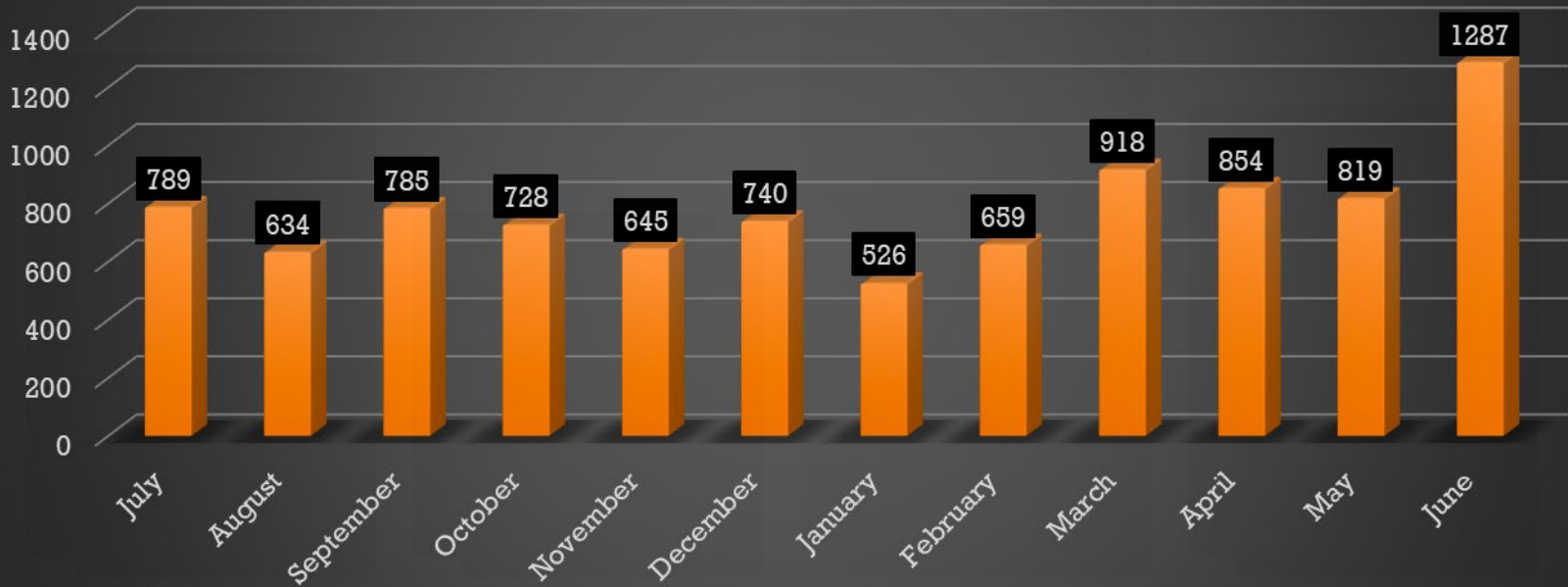
COMMUNITY NETWORKING





# SUNSET EMPIRE TRANSIT MONTHLY RIDERSHIP REPORT

## PACIFIC CONNECTOR WEEKENDS



RELIABILITY

ACCESSIBILITY

EFFICIENCY

SAFETY

COMMUNITY NETWORKING



**SUNSET EMPIRE  
TRANSPORTATION  
DISTRICT**

**CHIEF OPERATIONS  
OFFICER REPORT-  
JENNIFER GEISLER**

**Service Delivery and Operations**

- Upgraded the camera system at OPS.
- Submitted 2024 SDAO Safety Security Grant for additional cameras at the Astoria TC and integrate with OPS system
- Obtaining estimates on replacing outside lighting at OPS
- Fixed route ridership increase avg 27% for FY 24
- Paratransit ridership increase avg 12% for FY 24
- Ridership increase from Spring into Summer 17% in 2023 and 35% in 2024.
- Monster 101 had 11,567 for the quarter. Adding routes and changing the Route 101 we average 18,600 riders per quarter.

**Meetings-Trainings-Developing**

- June NWOTA meeting
- Attended the Joint Committee on Transportation Roadshow in Tillamook.
- Webinar “Impact of Homelessness”
- SETD Safety meeting

**Improving the Organization**

- Rural Transit Day Tuesday 7/16/24 Free rides on all services
- July 4<sup>th</sup> Parade in Warrenton. The Streetcar was decorated, and staff and family handed out candy and water.
- Helping Jason MM with Employee Focus interviews.

**State of the Fleet Report**

Number of buses	Bus type	Life expectancy
2	motorcoach	2 within
14	Fixed Route	6 outside 8 within
6	Paratransit	6 outside

- Two buses need major repair. They are still within their life expectancy. Both buses have been out of service since early Spring.



**SUNSET EMPIRE  
TRANSPORTATION  
DISTRICT**

**HUMAN RESOURCES  
OFFICER REPORT-  
SUE FARMER**

**Actions**

- Prepared and distributed job postings for a Transportation Support Specialist, Mechanic and Bus Driver Supervisor – PM. We are currently in the interview process.
- Published for employees the online trainings for the annual OSHA Heat Illness and Wildfire Smoke mandatory trainings.
- Updated new OFLA and PLO policy changes effective July 1, 2024 per the HR Answers template.
- Made arrangements with Duane Mullins from Medix for employee CPR/1<sup>st</sup> Aid recertification in September.
- Prepared employee appreciation for Rural Transit Day on Tuesday, July 15 2024.
- Enjoyed a week’s vacation with my grandchildren.
- Prepared Safety Agenda and Minutes for July.
- Prepared employee evaluations for August.
- Prepared notices to Drivers with CDL and Medical CDL expirations.
- Attended scheduled Team Meetings.

**Trainings Attended**

- ❖ Employee Expression in the Workplace: Politics, Freedom of Speech & Best Practices for Conflict Management  
Focus on laws pertaining to employee rights in the workplace and outside of work.
- ❖ Tap Into Talent  
Focused on building a stable, sustainable workforce. In place of recruiting new employees focus on current employee talent retention.
- ❖ BOLI OFLA/PLO updates beginning July 1, 2024.

**New Hires/Returning Employees**

- None

**Workplace Demographics**

<b>Male</b>	<b>4</b>
<b>Female</b>	<b>12</b>
	<b>25</b>
<b>Hispanic/Latino</b>	<b>3</b>
<b>Native American/Indian</b>	<b>1</b>
<b>White</b>	<b>22</b>
<b>Two or More Races</b>	
	<b>25</b>



# EXECUTIVE ASSISTANT REPORT- MARY PARKER

## Community Outreach and Education

- Made ad for “Military Rides for Free” for Astoria and Seaside paper, Facebook Web. Developed Radio Ad for Military Ride Free- Ran on local radio on 3 stations for 3 weeks. Made poster and distributed locally and posted in 30 shelters and was posted on buses.
- Made poster for “July 4<sup>th</sup>” service, weekend magazine Facebook, Web, contacts and posted in 30 shelters and was posted on buses.
- Made poster for “Rural Transit Day”, Posted in 30 shelters and was posted on buses on Facebook and web.
- Made 2nd large “Rural Transit Day” ad with names of employees and board for ½ page ad in Astoria newspaper and an online ad for Seaside Signal.
- Made ad for “Ride the Bus to our Parks”. Placed in Outdoor Magazine, Weekend Magazine, Seaside Paper and on Facebook

- Board Meetings and Board Assistance
- Updated and filed 2025 Budget Records
- Updated and filed 2023-2024 Board Meeting records
- Updated and filed 2022-2023 Board Meeting records
- Archived 2015 -2016, 2016-2017, 2018-2019, 2019-2020 Board Meeting Records

## SETD Meetings and Trainings

Safety Training- Completed 3 video trainings



## SUNSET EMPIRE TRANSPORTATION DISTRICT

# MOBILITY MANAGER REPORT- JASON JONES

### Promote Accessibility

- Assisted 5 people specific to bus and mobility device accessibility through RidePal Training.
- Successfully organized 4 Mobility Connect events with small groups in Clatsop County.
- with a total of 62 interactions between the events.
- Concluded 6 advanced customer service phone calls requiring follow-up.

### Focusing on the Individual

- Distributed 25 HiViz Items to individuals.
- Emphasize the distribution of 40 HiViz items.
- Worked with 3 older adults on how to ride the bus with limited mobility.
- Completed Route Assessments for 8 potential travel learners.
- Continued in-depth Mobility Assistant training focusing on mobility challenges and hidden disabilities.

### Improving the Organization

- Community Engagement continues to be a great way to bring SETD to the community.
- The Mobility Assistant is proving very valuable and helpful in better understanding the needs of our community.
- Engaging with local businesses helps get the word out about the benefits of riding the bus.
- The Mobility Focus continues to produce videos that are engaging and helpful.

### Educate and bring awareness to the community

- We continue to adjust our community connections as well as how we operate our training program.
- Local area high schools are still being engaged with the hopes of classroom instruction during the first weeks of the new school year.
- Working with CMH on how to utilize the bus as a way to get patients to medical appointments.