



**SANTA CRUZ METROPOLITAN TRANSIT DISTRICT (METRO)
PERSONNEL/HUMAN RESOURCES STANDING COMMITTEE AGENDA
REGULAR MEETING
FEBRUARY 14, 2020 – 10:30AM
METRO ADMIN OFFICES
110 VERNON STREET
SANTA CRUZ, CA 95060**

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The Committee may take action on each item on the agenda. The action may consist of the recommended action, a related action or no action. Staff recommendations are subject to action and/or change by the Board of Directors.

COMMITTEE ROSTER

Director Ed Bottorff, Board Chair	City of Capitola
Director Larry Pageler	County of Santa Cruz
Director John Leopold	County of Santa Cruz
Director Bruce McPherson, Immediate Past Board Chair	County of Santa Cruz
Director Mike Rotkin, Board Vice Chair	County of Santa Cruz
Alex Clifford	METRO CEO/General Manager
Julie Sherman	METRO General Counsel

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MEETING TIME: 10:30AM

NOTE: THE COMMITTEE CHAIR MAY TAKE ITEMS OUT OF ORDER

- 1 CALL TO ORDER**
- 2 ROLL CALL**
- 3 ADDITIONS/DELETIONS FROM AGENDA/ADDITIONAL DOCUMENTATION TO SUPPORT EXISTING AGENDA ITEMS**
- 4 ORAL AND OTHER COMMUNICATIONS TO THE PERSONNEL/HUMAN RESOURCES STANDING COMMITTEE**

This time is set aside for Directors and members of the general public to address any item not on the Agenda, but which is within the matter jurisdiction of the Committee. Each member of the public appearing at a Committee meeting shall be limited to three minutes in his or her presentation, unless the Chair, at his or her discretion, permits further remarks to be made. Any person addressing the Committee may submit written statements, petitions or other documents to complement his or her presentation. When addressing the Committee, the individual may, but is not required to, provide his/her name and address in an audible tone for the record.
- 5 REVIEW AND RECOMMEND APPROVAL OF THE AMENDED PERSONNEL RULES AND REGULATIONS**

Dawn Crummié, HR Director
- 6 ADJOURNMENT**

Pursuant to Section 54954.2(a)(1) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day. The agenda packet and materials related to an item on this Agenda submitted after distribution of the agenda packet are available for public inspection in the Santa Cruz METRO Administrative Office (110 Vernon Street, Santa Cruz) during normal business hours. Such documents are also available on the Santa Cruz METRO website at www.scmtd.com subject to staff's ability to post the document before the meeting.



DATE: February 14, 2020
TO: Personnel/HR Standing Committee
FROM: Dawn Crummié, Human Resources Director
SUBJECT: REVIEW AND RECOMMEND APPROVAL OF THE AMENDED PERSONNEL RULES AND REGULATIONS

I. RECOMMENDED ACTION

That the Personnel/HR Standing Committee review and recommend approval of the Amended Personnel Rules and Regulations to the full Board

II. SUMMARY

- It is useful for the Santa Cruz Metropolitan Transit District (METRO) to maintain Personnel Rules and Regulations in order to provide a fair and equitable system of personnel management.
- The Personnel Rules and Regulations of the METRO were initially adopted in 1976 and have been revised several times since that date.
- The Personnel Rules and Regulations were last revised on July 24, 1987.
- METRO's HR Director and General Counsel have updated the Personnel Rules and Regulations to reflect current law, current position titles and current practices.
- The revised Policy was provided to SMART on November 1, 2019 and to the Service Employees International Union (SEIU) on December 3, 2019. Staff received no objections from either union.
- METRO Staff took the revised Personnel Rules and Regulations to the Board of Directors on January 24, 2020. At that meeting, representatives from SMART sought clarification of certain changes.
- METRO staff is recommending that the amended Personnel Rules and Regulations be presented to the full Board on February 28, 2020.

III. DISCUSSION/BACKGROUND

METRO's Personnel Rules and Regulations were established in order to provide a fair and equitable system of personnel management. In addition, these regulations ensure that METRO can provide a public transportation system for its

passengers that is productive, while also providing a work environment that is beneficial to all METRO employees.

The Personnel Rules and Regulations were created and adopted by the Board of Directors to ensure just and similar treatment for those who compete for employment and promotion within METRO. In addition, these regulations define the rights, obligations, privileges, benefits and prohibitions relating to all METRO employees.

METRO's HR Director, along with the General Counsel have updated the Personnel Rules and Regulations to reflect current law, current position titles and current practices.

Representatives from Service Employees International Union (SEIU), Local 521 and SMART, Local 23 have been given the opportunity to review and discuss the amended Personnel Rules and Regulations, and no objections had been raised to the proposed changes during said discussions.

METRO staff previously took the revised Personnel Rules and Regulations to the Board of Directors on January 24, 2020 for their adoption. At that meeting, representatives from SMART sought clarification of certain changes. The Board referred this item back to the Personnel/HR Standing Committee for their review.

METRO staff is recommending that the Committee approve the amended Personnel Rules and Regulations (Attachment A). Also, attached is a redlined copy of the Regulations (Attachment A), showing the language that has been revised.

IV. STRATEGIC PLAN PRIORITIES ALIGNMENT

These Rules and Regulations apply to employee engagement.

V. FINANCIAL CONSIDERATIONS/IMPACT

There are no financial considerations at this time.

VI. ALTERNATIVES CONSIDERED

- The Committee could decline to make a recommendation to the Board to approve the amended Personnel Rules and Regulations. Staff does not recommend this, as these regulations were last updated on July 24, 1987.
- The Committee could discuss alternative language and make suggested revisions to the amended Personnel Rules and Regulations, and present these alternatives to the Board for discussion.

VII. ATTACHMENTS

Attachment A: Personnel Rules and Regulations (final and redlined versions)

Prepared by: Rickie-Ann Kegley, Paralegal II

VIII. APPROVALS

Dawn Crummié
Human Resources Director



Alex Clifford, CEO/General Manager



Attachment A

CLEAN AND REDLINE VERSIONS

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PERSONNEL RULES AND REGULATIONS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

SECTION 1: DEFINITIONS

For the purpose of these Rules and Regulations, certain words and phrases shall be construed as herein set forth:

1. **APPLICANT** - A person who has made application for a vacancy with Santa Cruz METRO.
2. **APPOINTING AUTHORITY** - The group or person having the lawful power to make appointments and to remove persons from METRO positions.
3. **CHARGEABLE ACCIDENT** - An accident which is determined by METRO to be the fault of the employee.
4. **CLASSIFIED POSITIONS** - Those positions established and classified by the Santa Cruz METRO Board of Directors.
5. **DEMOTION** - A personnel action taken by the appointing authority to assign an employee to another classification with a lower salary range than the position to which the employee was previously assigned.
6. **DISCIPLINARY ACTION** - An action pursuant to Section 29 of these Personnel Rules and Regulations taken by the appointing authority or his/her delegated representative to reprimand in writing, suspend, demote or terminate an employee for any disciplinary cause pursuant to Section 30 of these Personnel Rules and Regulations.
7. **DISCIPLINARY CAUSE** - Any ground for disciplinary action set forth in Section 30 of these Personnel Rules and Regulations.
8. **DISCIPLINARY DEMOTION** - A disciplinary action demoting an employee for disciplinary cause. All other demotions shall be non-disciplinary and so noted in the employee's Personnel File.
9. **DISTRICT**- The Santa Cruz Metropolitan Transit DISTRICT.
10. **ELIGIBILITY LIST** - A list of applicants for a vacant position or anticipated vacant position who meet the requirements set forth in a position specification, have passed all required examinations, and have been certified by the appointing authority as qualified to be appointed to the position.

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11. **EMPLOYEE** - A person filling a classified or unclassified, position with METRO.
12. **EMPLOYEE WORK STATION** - The METRO facility to which an employee regularly reports for work assignments.
13. **EVALUATION** - A compulsory, periodic performance review for each employee assigned to a classified position. An evaluation is intended to be a summary of the performance of the employee and to reflect the ongoing communication between the rating supervisor and the employee.
14. **EXEMPT EMPLOYEE** - An employee who is exempt from overtime and other benefits specified under provisions established by the Fair Labor Standards Act.
15. **INTERMITTENT APPOINTMENT** - A recurring appointment for a specified period of time to a classified or unclassified position. Said appointments shall be made from an Intermittent Employment Eligibility list
16. **LAYOFF** - A reduction of the work force of METRO.
17. **NARCOTICS** - Narcotics shall include all drugs specified as narcotics in the California Uniform Controlled Substances Act, all drugs in the pharmacological classification of narcotics and all designer drugs or other substances determined to be illegal by California State law.
18. **NON-EXEMPT EMPLOYEES** - An employee who is entitled to overtime and other benefits specified under provisions established by the Fair Labor Standards Act
19. **POSITION SPECIFICATION** - A job description for classified positions which includes examples of duties, qualifications, knowledge and abilities for said position.
20. **PROBATIONARY STATUS** - A status on which an employee is placed for a specified period of time immediately after appointment to a particular classified position. The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the employee's performance.
21. **PROMOTION** - A personnel action taken by the appointing authority to assign an employee to another classification with a higher salary range than the one previously occupied by the employee. Promotion may occur as a result of an open recruitment or a closed promotional recruitment.
22. **PROPERTY** - Any equipment, vehicles, tools, supplies, materials, real estate, facilities, or other tangible or intangible thing, owned, leased or possessed by METRO.

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23. **PROVISIONAL APPOINTMENT** - An appointment made to a classified position for a specified period of time longer than six months and less than two years.
24. **RECLASSIFICATION** - A determination by METRO that there has been a change of duties, responsibilities, authority and/or employment requirements in a position classification in accordance with Section 6 of these Personnel Rules and Regulations.
25. **RECRUITMENT** - A personnel action taken by the appointing authority to obtain applicants for vacant classified positions.
 - A. Open Recruitment - Those job opportunities available to employees and the public.
 - B. Closed Promotional Recruitment - Those job opportunities available to present employees occupying classifications in METRO as designated by the appointing authority.
26. **REGULAR EMPLOYEE** - An employee who has satisfactorily completed their probationary period in the classified position that they are occupying.
27. **REINSTATEMENT** - The rehiring of an employee who was previously laid off because of the abolition of a position or work force reduction, into the position they held prior to layoff.
28. **REPRIMAND** - A written notice issued for any minor disciplinary cause.
29. **RESIGNATION** - The notification to METRO by an employee that they shall cease their employment with METRO.
30. **SEPARATION** - The non-disciplinary departure of an employee from METRO service.
31. **SPECIAL EVALUATION STATUS** - Placement of an employee on a monthly evaluation schedule.
32. **SUPERVISOR**- An employee who has supervisory duties listed in his/her job description and who is authorized by the appointing authority to direct and evaluate the work performance of one or more employees assigned to be supervised by them.
33. **SUSPENSION** - A disciplinary action in which an employee is placed on a status wherein an employee is precluded from performing work activities for a specified period of time.

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34. **TEMPORARY APPOINTMENT** - Any appointment for a special or temporary purpose not to exceed six months. Temporary appointments may be made to classified positions, or unclassified positions.
35. **TERMINATION** - The involuntary discharge of an employee from METRO service for cause set forth in Section 30 of these Personnel Rules and Regulations or for failure to complete satisfactorily the probationary period.
36. **TRANSFER** - An action taken by the appointing authority to reassign an employee from one position to another position having substantially similar duties, responsibilities, qualifications and substantially the same salary range.
37. **UNCLASSIFIED POSITION** - A job position not existing in METRO's established Classified Personnel List.
38. **WORK STANDARDS** - Written job performance requirements specified in an employee's job specification and in METRO and/or Department rules, regulations and procedures, and/or in written instructions to the employee.

SECTION 2: AMENDMENTS

These Rules and Regulations may be amended by a majority vote of the Santa Cruz METRO Board of Directors at any regular or special meeting of said Board.

SECTION 3: APPOINTING AUTHORITY

The appointing authority shall be defined as follows: for the positions of CEO/General Manager, and General Counsel, the appointing authority shall be the Santa Cruz METRO Board of Directors. For all other positions, the appointing authority shall be the CEO/General Manager of METRO or their designee as specified in writing by the CEO/General Manager.

SECTION 4: PERSONNEL COVERED

These Rules and Regulations shall be applicable to all employees of METRO. Employees shall be defined as all persons assigned to positions listed in the Classified Personnel List or occupying an unclassified position. The only limitation of the application of this section is outlined in Section 5.

SECTION 5: PERSONNEL RULES AND REGULATIONS APPLICABILITY

These Personnel Rules and Regulations are valid, in full force and govern the Personnel matters of METRO. A conflict between a particular provision of these Personnel Rules and Regulations and any existing collective bargaining agreement shall not affect any other provision of these rules and regulations. Where a specific provision of these rules and regulations is in conflict with a provision of a collective bargaining agreement, the provision of the collective bargaining agreement shall prevail.

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SECTION 6: CLASSIFIED POSITIONS

The Human Resources Department shall establish all employee classified positions. The Human Resources Department shall make periodic studies of classifications, job specifications and/or compensation of all positions and shall submit for approval to the CEO/General Manager any changes, which they deem desirable to better classify or describe positions. Changes shall be called reclassification.

SECTION 7: ALLOCATION OF POSITIONS AND SALARY

The Human Resources Department shall establish the necessary position title and the salary range for each position contained within the Classified Personnel List

SECTIONS 8: CLASSIFIED PERSONNEL LIST

A record to be known as the Classified Personnel List of METRO shall be kept in the office of the Human Resources Department, and shall contain the name of every person employed in a classified position and receiving compensation from METRO. This list shall show respectively every officer or employee, the title of the position held, the salary or compensation as approved by the Board of Directors, the date of appointment to such office or employment and the term thereof, if any, and the positions filled, suspensions, layoffs, transfers, promotions, demotions, reclassifications, separations, terminations and any classification actions.

SECTION 9: POSITION SPECIFICATIONS

A job specification for each position in the Classified Personnel List shall be prepared by the Human Resources Department and adopted by the CEO/General Manager. Said specification shall include examples of duties, all qualifications, knowledge and abilities required for said position. The Human Resources Department shall maintain a list which specifies all examinations, if any, (and including any medical examinations) which must be successfully completed as part of the selection process for the position.

SECTION 10: SALARY PLAN

The CEO/General Manager shall maintain a salary plan for all employees. Said salary plan shall be set for each specified group to which the employee belongs consistent with each compensation plan or collective bargaining agreement. The first step shall be the entry level salary except that unusually qualified individuals may be entered on Step 2 or higher upon written authorization from the CEO/General Manager. Employees shall advance to Step 2 upon satisfactory completion of the probationary period. In the event that an employee is entered at Step 2 or higher, said employee shall advance to the next highest step after satisfactory completion of the probationary period. Thereafter, employees shall be evaluated for advancement to the remaining steps upon satisfactory completion of 2080 hours worked of service on the

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previous step. Step increases shall be consistent with Section 27 of these Personnel Rules and Regulations.

SECTION 11: OVERTIME AND COMPENSATORY TIME OFF

Non-exempt employees in paid status are entitled to overtime for: authorized work in excess of 8 hours per day when assigned to an 8-hour shift; authorized work in excess of 10 hours per day when assigned to a 10-hour shift; or authorized work in excess of 40 hours per week. Said overtime shall be compensated as additional salary based on 1 1/2 times the employee's regular hourly rate at which they are employed.

Non-exempt employees in paid status are entitled to overtime for all work performed on the seventh consecutive day of that pay week at a rate of 2 times the employee's regular hourly rate of pay.

SECTION 12: NOTICE OF VACANCIES

All vacancies shall be publicly advertised by posting and also may be advertised by publication at the discretion of METRO. If said advertising is done by posting, then the posting of the advertisement on the official bulletin boards of METRO shall be for not less than ten (10) calendar days. Said notice shall contain the job duties, qualifications and range of compensation for the position.

SECTION 13: APPLICATION FOR VACANCIES

Application for current vacancies and future employment opportunities may be completed online at www.scmtd.com. Anticipated vacancies shall be kept in the office of the the Human Resources Department. Applications shall be readily available to all employees and interested members of the public.

SECTION 14: NOTICE OF ELIGIBILITY LIST EXAMINATIONS

Where deemed necessary, the Human Resources Department may accept applications and set examinations for anticipated vacancies. Said examinations shall be noticed in the same manner as for vacancies described in Section 12.

SECTION 15: CERTIFICATION OF ELIGIBLE APPLICANTS

The CEO/General Manager, or their designee, shall review all applications for vacancies or anticipated vacancies in the Classified Personnel List and shall certify as eligible, all applicants who meet the requirements set forth in the position specification for the position and who have passed all required examinations.

Fraudulent conduct or false statements by an applicant on their application or examination shall be deemed cause for disqualification.

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METRO shall make reasonable accommodation for persons with disabilities as appropriate for the position. METRO will provide a reasonable accommodation to disabled applicants if the reasonable accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship.

Eligible applicants shall be placed on a Certified Eligibility List. Said list of eligible applicants shall be submitted to the appointing authority for final selection and appointment.

Said Eligibility List shall be valid for six months following the date of examination. However, the CEO/General Manager, or their designee may extend the period of time that the list is valid for up to six additional months when more than two names remain on the list at the time the list is due to expire.

Appointments to vacancies in the Classified Personnel List shall be made from the Certified Eligibility List if one exists for the vacant position, except when the Certified Eligibility List shall consist of less than two names. In such case, the vacancy shall be noticed and a new list prepared.

SECTION 16: APPOINTMENT PROCEDURES

All vacancies in positions in the Classified Personnel List shall be filled by reinstatement, selection from a Certified Eligibility List, transfer, promotion, demotion or from eligible applicants. METRO shall hire the applicant who best meets the needs of METRO. METRO, to the extent practicable, shall encourage current employees to apply for all vacancies in METRO.

SECTION 17: APPOINTMENT

After interview and investigation by the appointing authority, or selection committee chosen by the appointing authority, the appointing authority shall make appointments from among the list of eligible applicants. Examinations, if required, shall be performed prior to review by the appointing authority. The CEO/General Manager or their designee shall notify the applicant of their appointment. If the applicant accepts the appointment and reports for duty at the prescribed time, they shall be deemed to be appointed; otherwise, the applicant shall be deemed to have declined the appointment.

SECTION 18: ANNIVERSARY DATE

The date of an employee's first reporting for duty with METRO shall be the anniversary date and shall be used as the beginning date for the computation of benefits and METRO seniority. The appointing authority may adjust an employee's anniversary date to avoid inequities.

SECTION 19: EMERGENCY APPOINTMENTS

To meet the immediate requirements of any emergency conditions such as natural disaster which threatens human life or property, or labor disputes which threaten the continuation of transit

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service by METRO, the CEO/General Manager may employ such persons as may be needed for the duration of the emergency without regard to adopted Personnel Rules and Regulations, or

other rules affecting appointments. All such appointments must be reported to the Santa Cruz METRO Board of Directors as soon as possible and shall be limited to a thirty day prior from the start of said emergency or until the next METRO Board meeting (whichever occurs first) unless otherwise approved by the Santa Cruz METRO Board of Directors.

SECTION 20: TEMPORARY APPOINTMENTS

The appointing authority may authorize temporary appointments for a special or temporary purpose.

Temporary appointments to classified positions shall receive the benefits denied in the collective bargaining agreement which applies to the position. Temporary appointments to unclassified positions shall not receive benefits except for those required by Federal, State and local laws.

SECTION 21: INTERMITTENT APPOINTMENTS

The appointing authority may authorize intermittent appointments. Intermittent appointments shall be consistent with Section 20 of these Personnel Rules and Regulations. The term of employment shall be specified at the time of appointment.

SECTION 22: PROVISIONAL APPOINTMENTS

Provisional appointments shall be made whenever programmatic requirements for the position dictate that the position be filled other than by a temporary appointment for a defined term longer than six months but not to exceed two years. The term of employment shall be specified at the time of appointment.

SECTION 23: TRANSFERS

The appointing authority may at any time transfer any employee under their jurisdiction from one position to another in the same classification or in another classification having substantially similar duties, responsibilities and qualifications, and substantially the same salary range.

SECTION 24: LAYOFFS

The Board of Directors shall have the right to reduce the work force and lay off employees due to lack of work.

SECTION 25: PROMOTIONS

Whenever a classified personnel vacancy exists, unless such vacancy is filled by competitive application, reinstatement or transfer, it shall be filled by closed promotional recruitment. If filled by closed promotional recruitments, vacancies shall be filled by any employee holding a position with a lower salary range meeting the job qualifications and serving in a position designated by

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the appointing authority as appropriate for promotional purposes. Closed promotion shall be based on performance, effectiveness, conduct, seniority, needs of the department (including

Affirmative Action Goals) and ability to perform properly the work of the higher position as determined through examination of employee's credentials, qualifications, and performance evaluations. Vacancies eligible to be filled by closed promotion shall be posted at all METRO offices, including the employee's normal workstation.

SECTION 26: PROBATIONARY PERIOD

All employees shall work in probationary status for 26 weeks following their anniversary date or until such other date as specified in the compensation plan or the executed collective bargaining agreement which applies to the position. During said period, employees may be terminated without notice or cause. Probationary employees shall otherwise accrue all other benefits specified in these Rules and Regulations for regular employees of METRO. The probationary period may be extended in an amount of time equal to periods of absence, provided written notification has been given to the employee.

The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the employee's work and for rejecting any probationary employee whose performance does not meet the required work standards of the position.

SECTION 27: EVALUATIONS

Evaluations shall be completed as specified below.

Standardized rating forms shall be designed for all classifications in order to accurately measure the job performance of employees. The evaluation system shall be reviewed periodically by the Human Resources Department

Evaluations shall be recorded only on METRO standardized rating forms by the supervisor of the employee. The purpose of the evaluation shall be to measure the quality and quantity of work performed, the conduct and work habits of the employee, and other factors having a bearing on their work performance, and shall establish performance goals and objectives for the next rating period.

The performance evaluation of all employees shall be completed in accordance with this section. The evaluation shall be part of the ongoing communication between the rater and the employee.

Evaluations shall be consistent with all the provisions of this section and shall be conducted as follows:

1. Probationary Period: Employees shall be evaluated just prior to the mid-point and near the end of their probationary period.
2. Annual Evaluation: All regular, non-probationary employees shall be evaluated at least annually prior to their anniversary date.

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3. Special Evaluation: An employee may be placed on special evaluation status at any time when performance problems exist. Regular employees receiving an annual performance evaluation with an overall rating of unsatisfactory, or otherwise determined not to meet the standards of the job, shall be placed on a special monthly evaluation schedule for a specified period of time. Once the employee attains an overall performance rating of satisfactory, they shall be removed from special evaluation status. The maximum time period than an employee can remain on special evaluation status is six consecutive months.

Employees who are unsuccessful in attaining an overall performance rating of satisfactory or better during the special evaluation period shall be subject to disciplinary action.

Special evaluations are in addition to, and do not replace the annual evaluation process.

Employees placed in special evaluation status shall be entitled to an administrative review of such action by the CEO/General Manager or their designee. Request for administrative review shall be submitted in writing to the CEO/General Manager within ten working days of placement of such status or any evaluation given thereunder.

Step increases, dependent upon satisfactory completion of the evaluation period, will be implemented only when the evaluation has an overall satisfactory or better performance rating.

SECTION 28: COMMENDATIONS AND COUNSELING

The purpose of a commendation shall be to recognize and encourage an employee's positive job performance. Employees may be commended orally or in writing. Written commendations shall be placed in the employee's Personnel File.

The purpose of counseling shall be to inform and advise employees of ways to improve job performance.

Counseling of employees, including counseling for which written records are kept by METRO, shall not be considered disciplinary action. Written records of counseling may only be placed in the official Personnel File of the employee as part of a formal disciplinary action, or as documentation to an evaluation.

SECTION 29: ADMINISTRATION OF COUNSELING, EVALUATION AND DISCIPLINARY ACTION

METRO shall employ a system of counseling, evaluations and progressive discipline to advise employees of their strengths and weaknesses and to ensure employees are performing the work required of them.

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This system shall include:

- A. Counseling and Evaluations:
 - 1. Counseling/Verbal Warning
 - 2. Periodic evaluations
 - 3. Placing an employee in special evaluation status

- B. Disciplinary Actions:
 - 1. Written reprimands
 - 2. Suspensions
 - 3. Demotions (non-voluntary)
 - 4. Terminations

These elements may be used together or independently to meet needs of METRO.

1. Disciplinary Actions

A. WRITTEN REPRIMAND

The appointing authority shall have the right to reprimand in writing an employee for any minor disciplinary cause as set forth in Section 30 of these Rules and Regulations. Such letters shall be filed in the employees Personnel File.

B. SUSPENSION

The appointing authority shall have the right to suspend an employee for a period of time appropriate for the cause of such action as set forth in Section 30. A suspension is a disciplinary action in which an employee is precluded from performing work activities for a specified period of time. A suspension may be with or without pay at the discretion of the appointing authority. While an employee is on suspension status, the appointing authority may order that said employee shall receive no salary.

C. DEMOTION

The appointing authority may demote an employee. Said demotions may be disciplinary or non-disciplinary. A disciplinary demotion shall be one which occurs for disciplinary cause as set forth in Section 30. All other demotions shall be non-disciplinary, (e.g., voluntary or as the result of a reduction of force).

No employee shall be demoted to a classification for which they do not possess the minimum qualifications unless METRO provides training

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for the employees. If the demotion is a disciplinary action, the employee shall have all procedural rights set forth in Sections 29 and 33 hereof.

D. TERMINATION

The appointing authority may terminate an employee for any single serious violation of METRO policy or for any cause, or combination of causes, identified in Section 30 of these Personnel Rules and Regulations.

2. Application of Disciplinary Action

Any employee may be subjected to disciplinary action for just cause. Disciplinary action shall include being reprimanded in writing, being placed on suspension, being demoted and/or being terminated and/or any combination thereof:

Where the disciplinary action is for a suspension of more than five days, a demotion, or termination, the employee shall be given a written notice of the intent to take disciplinary action, including notice of the proposed effective date of said disciplinary action, the reasons for said action, charges, copies of materials relied upon, and notice of opportunity to respond prior to the imposition of said disciplinary action. The employee shall be given a written notice of action after the employee has been given the opportunity to respond. For a suspension of five days or fewer, the foregoing procedure shall apply except that the opportunity to respond need only be given within a reasonable time after the imposition of the disciplinary action.

Except as otherwise provided herein, discipline shall be administered as provided below:

- A. Written letters of reprimand may be issued for any minor disciplinary cause.
- B. An employee may be suspended, demoted or terminated for repeated minor disciplinary causes or for more major disciplinary causes for a period not exceeding six months.
- C. An employee may be suspended, demoted or terminated as a disciplinary action when job performance falls below satisfactory standards, or for other major disciplinary causes. An employee may be demoted for cause for a disciplinary action in lieu of or in addition to a suspension or termination. If demotion occurs as a result of unsatisfactory work performance, such demotion shall follow a minimum period of not less than three months of documented, less than satisfactory job performance while on special evaluation status.

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3. Failure to perform assigned duties or failure to meet satisfactory work standards for the position.
4. Carelessness or misconduct in the discharge of assigned duties, which shall include (without limitation) recurrence of chargeable accidents.
5. Selling, trading, exchanging, distributing, or providing to any person, any narcotics, drugs or alcohol while on duty or on METRO property or while wearing a METRO uniform off-duty and observable by the public.
6. Possession of any narcotics or hallucinogenic substances or open containers of alcohol while on duty or on METRO property or while wearing a METRO uniform off-duty and observable by the public.
7. Reporting to work intoxicated or under the influence of alcohol, prescribed or over-the-counter medications in excess of prescribed dosages or other non-prescribed hallucinogenic substances, or becoming intoxicated or influenced by narcotics, drugs or alcohol while on duty, or on METRO property, or while wearing a METRO uniform. If there is a reasonable suspicion that an employee is so intoxicated or under the influence and the employee refuses to take a sobriety test in accordance with established METRO procedures or refuses to release sobriety test results, they shall be considered to be under the influence.
8. The possession or use of any non-prescribed drug or use of a prescribed drug or narcotic which jeopardizes the safe operation of METRO equipment, or in any way endangers METRO employees or patrons or which violates any local ordinance or State or Federal law.
9. The consumption of alcohol or use of any narcotic, prescribed or non-prescribed, or hallucinogenic substance while in METRO uniform and observed by or observable by the public.
10. Actions, including misconduct, willful malfeasance or misfeasance, which reasonably could have an adverse effect on the public or on other METRO employees.
11. Possession or use of a weapon not authorized in writing by METRO while on duty or on METRO property.
12. Conviction of a felony while employed by METRO where the CEO/General Manager determines that continued employment of said employee would not be beneficial to METRO.
13. Conviction of any crime involving moral turpitude, immoral acts or crimes of an immoral nature, crimes involving the sale of illicit drugs

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and/or crimes involving children, or conviction of any crime performed while on duty.

14. Disobedience of any written METRO rule or regulation, policy, procedure or written department rule or regulation.
15. Violation of sick leave privileges, including use of sick leave for any reason other than those established in written operational procedures, collective bargaining agreements, or leave subject to statutory protection; an unscheduled absence that would otherwise violate METRO's attendance policy; or excessive absenteeism.
16. Dishonesty which shall include but not be limited to falsifying one's time card, falsifying claims for reimbursement, or lying on application forms.
17. Misrepresentation of the employee's authority to represent METRO.
18. Theft, or unauthorized use, or taking of METRO property including, but not limited to: tools, supplies, vehicles and equipment
19. Failure to maintain a neat, clean personal appearance as established in writing by the department and/or to dress in clothing appropriate for the employee's assigned duties including the proper wearing and maintenance of any uniform prescribed by METRO.
20. Failure to comply with written safety rules and procedures, including failure to use appropriate personal safety equipment.
21. Where employees are required as a part of their duties to represent METRO or to interact with the public or other employees, any act, habit, behavior, appearance, or combination of factors either on or off duty, that impairs the trust, safety or confidence, of the public or other employees as required of the employees to effectively perform their duties.
22. Mishandling, theft, or misappropriation of METRO fares, revenues, funds or monies.
23. For positions that require operation of METRO vehicles, loss of privilege of, suspension of, or failure to obtain or maintain appropriate driver's license required by local ordinance or state or federal law, except, however, where the loss of privilege of, or suspension of such license is for medical reasons and the employee is out on an approved medical leave.
24. Use of abusive or offensive language directed toward an employee or the public while on duty.
25. Violation of the California State Vehicle Code while operating a METRO vehicle.

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26. Failure to follow the orders of a police, fire protection, or peace officer while conducting METRO business or performing job duties.
 27. Where an employee functions in a supervisory capacity, failure to employ reasonable and accepted management or supervisory practices in the supervision and management of employees assigned to the supervisor.
 28. Assault and battery on another person while on duty or on METRO property.
 29. Unauthorized absence from duty or work station or failure to be in attendance at the employee's assigned work station at the time and place prescribed for the employee as defined in Section 30B of these regulations.
- B. Unauthorized absence from duty or work station shall include but not be limited to unexcused absence and unexcused lateness as defined in this section.
1. Unexcused absence is defined as being absent from duty for an entire work shift without prior authorization. An employee who remains out on an unexcused absence for 48 hours (two work shifts) or more without notification to their supervisor shall be considered to have voluntarily resigned.
 2. Unexcused lateness shall be defined as failure to be in attendance at the employees assigned work station at the time prescribed for the employee.
- a. For employees required to be on time to ensure continuity of bus service to the public the following policy shall be in effect.

Employees must report for their assignments within one (1) minute of their schedule report time or they will be charged with a miss-out. Employees calling in sick must notify their workstation at least sixty (60) minutes prior to their scheduled report time or they will be charged with a miss-out.

Disciplinary action for miss-outs shall be based on the following schedule. Miss-outs shall remain on an employee's record for six (6) months.

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One	(1)	Miss Out	Counseling/(non disciplinary)
Two	(2)	Miss Outs	Letter of Reprimand
Three	(3)	Miss Outs	One Day Suspension
Four	(4)	Miss Outs	Three Day Suspension
Five	(5)	Miss Outs	Subject to Termination

Employees who fail within one hundred eighty (180) minutes of their scheduled report time to report to work shall be charged with an additional miss-out for that day and shall be assessed an additional day's suspension.

Miss-Outs may be waived if an employee provides proof that they could not report on time due to the following:

1. Inability to report due to a statutorily protected absence
2. Involvement in automobile accident
3. Natural disaster (excluding power failures)
4. Scheduled failure of public transit
5. Traffic congestion due to accident or temporary construction.

Employees who fail to report as a result of METRO scheduling errors shall not be charged with a miss-out

- b. For employees required to be on time to ensure continuity of work products including the provision of vehicle servicing, maintenance of vehicles, maintenance of METRO facilities and equipment, and provision of dispatch and public information services, the following policy shall be in effect

Employees must report to their assignments within five minutes of their scheduled report time or they will be charged with a late arrival. Employees calling in sick are required to notify their department, or designated representative at least 60 minutes prior to their scheduled report time or they will be charged with a late arrival.

Disciplinary action for late arrivals should be based on the following schedule. Late arrivals shall remain on the employee record for six months.

One	(1)	Late Arrival	Counseling
Two	(2)	Late Arrivals	Counseling
Three	(3)	Late Arrivals	Written Reprimand
Four	(4)	Late Arrivals	One Day Suspension
Five	(5)	Late Arrivals	Three Day Suspension
Six	(6)	Late Arrivals	Subject to Termination

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Employees who fail within one hundred eighty (180) minutes of their scheduled report time to report to work or who fail to call in sick, or who fail to call in and obtain permission to come in later than one hundred eighty minutes, shall be charged with an additional late arrival for that day.

Late arrivals may be waived if an employee provides proof that they could not report on time due to one of the following:

1. Inability to report due to a statutorily protected absence
2. Involvement in an automobile accident
3. Natural disaster (excluding power failures)
4. Schedule failure of public transit
5. Traffic congestion due to an accident or temporary construction

Employees who fail to report as a result of METRO scheduling errors shall not be charged with a late arrival.

c. For all other employees:

Employees who establish a pattern of unexcused lateness may be subject to disciplinary action.

d. The unexcused lateness rule for each department or subdivision thereof as appropriate, shall be written and posted at or near the applicable employee workstation

SECTION 31: SEPARATION

Employees may be separated from service with METRO for reasons other than cause for disciplinary action. Separation may be by resignation, death, lay-off, retirement, work completion by provisional or temporary employees, or for other reasons.

SECTION 32: MEDICAL SEPARATION

The CEO/General Manager may separate employees from service with METRO in cases where the employee, due to physical disability or mental incapacity is unable to perform the duties of the position to which they are assigned; or in the cases where the employee has a protracted absence due to illness where the prospect of recovery within a reasonable period of time is not probable.

METRO shall make reasonable accommodation for an employee's physical disability or mental incapacity if the reasonable accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship. If the employee believes

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they need an accommodation because of their disability; the employee is responsible for requesting a reasonable accommodation from the Human Resources Department. The employee may make the request orally or in writing. After receiving the employee's oral or written request, the Human Resources Department will engage in an interactive dialogue with the employee to determine the precise limitations of the employee's disability and explore potential reasonable accommodations that could overcome those limitations. Individuals will not be retaliated against for requesting an accommodation in good faith. METRO expressly prohibits any form of discipline, reprisal, intimidation, or retaliation against any individual for requesting an accommodation in good faith.

SECTION 33: APPEAL OF DISCIPLINARY ACTION TO THE BOARD OF DIRECTORS

A regular employee who is suspended, demoted or terminated and who is not covered by a separate appeal process of an existing collective bargaining agreement, shall have the right to file a written notice of appeal of said suspension, demotion or termination with the Secretary to the Santa Cruz METRO Board of Directors within ten (10) days after mailing of the notice of disciplinary action. The Santa Cruz METRO Board of Directors shall hear the appeal or may delegate the authority to conduct the hearing to an appointed personnel committee composed of members of the Santa Cruz METRO Board of Directors or to a hearing officer, but final determination shall be made by the Board of Directors. The determination of the Santa Cruz METRO Board of Directors shall be final. The judicial review of the Board of Directors' action shall be pursuant to the Code of Civil Procedure Section 1094.5 and subject to the time, limitations for filing set forth in the Code of Civil Procedure, Section 1094.6.

SECTION 34: SERVICE OF THE CEO/GENERAL MANAGER

The Board of Directors shall appoint the CEO/General Manager who shall have the responsibility for proper administration of METRO in accordance with state laws and such ordinances, resolutions and policies as may be established by the Board. The performance of the CEO/General Manager shall be evaluated annually by the Board of Directors.

The CEO/General Manager shall serve at the pleasure of the Board of Directors.

The Powers and duties of the CEO/General Manager shall include the authority and responsibility of administering these Personnel Rules and Regulations and of serving as the appointing authority for all METRO employees. The CEO/General Manager may designate in writing, in accordance with adopted METRO job descriptions, the authority to appoint, evaluate and discipline METRO employees.

SECTION 35: BENEFITS

Each employee of the Santa Cruz Metropolitan Transit District appointed to a classified personnel position shall receive, in addition to the salary or wage rate adopted for said position, benefits as identified in the executed Collective Bargaining Agreement, compensation plan or the specified group to which the employee belongs.

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SECTION 36: CONFLICT OF INTEREST/INCOMPATIBLE ACTIVITY

METRO is committed to achieving the highest standards of professionalism and ethical conduct in its operations and expects its employees to conduct their business according to the highest ethical standards of conduct and to comply with all applicable laws.

No employee of METRO shall engage in any arrangement or business, which constitutes a conflict of interest or incompatible activity in regard to said employee's position. A designated employee, as defined in METRO's adopted Conflict of Interest Code, shall disqualify themselves from making or participating in the making of any decisions which will foreseeably have a material financial effect, distinguishable from its effect on the public generally, on any reportable interest of that employee (except sources of gifts less than \$50) or upon any business entity in which the designated employee holds a position of management or is a director, officer, partner, trustee, or employee. METRO further prohibits all employees from using their position with METRO and its relationship with its customers, vendors, suppliers, or contractors for private gain or to obtain benefits for themselves or members of their family. No designated employee shall be prevented from making or participating in the making of any decision to the extents that their participation is legally required for the decision to be made.

If you become aware of any potential conflict of interest or ethical concern regarding your employment or another employee at METRO, you must promptly speak to, write or otherwise contact your direct supervisor or, if the conduct involves your direct supervisor, the next level above your direct supervisor as soon as possible. You should be as detailed as possible. METRO will investigate all concerns regarding conflicts of interest, determine whether a conflict of interest exists, and what action should be taken. METRO prohibits any form of discipline, reprisal, intimidation or retaliation for reporting a potential conflict of interest or violation of this policy or cooperating in related investigations.

SECTION 37: AFFIRMATIVE ACTION PROGRAM

The Santa Cruz METRO Board of Directors has adopted an Affirmative Action Program, which insures compliance with the Civil Rights Act of 1964, and Equal Opportunity Act of 1972.

It shall be the policy and practice of METRO to plan, implement and administer all personnel and employment policies, procedures and programs without regard to race, religion (including religious beliefs, observance and practice, and dress or grooming), color, national origin, ancestry, gender, sex (including pregnancy, childbirth, breastfeeding, or medical conditions related to pregnancy), sexual orientation, marital status, military or veteran status, age, genetic information, medical condition, or physical or mental disability when, with reasonable accommodation, the individual can perform the duties of the job. This policy shall apply to all employees, interns, and applicants for employment and to all aspects of employment including recruitment, selection, appointment, training, promotion, reclassification, transfer, demotion, termination, layoff, reinstatement, compensation and discipline.

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SECTION 38: REVIEW BY CEO/GENERAL MANAGER

Any employee who is dissatisfied with the application of the Personnel Rules and Regulations may submit in writing to the CEO/General Manager such notice of dissatisfaction or concern for review.

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BEFORE THE BOARD OF DIRECTORS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

Resolution No. _____ 87-7-9 _____

On the Motion of Director: Rotkin

Duly Seconded by Director: McNeil

The Following Resolution is Adopted:

A RESOLUTION OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT REVISING PERSONNEL RULES AND REGULATIONS OF THE SANTA CRUZ METROPOLITAN TRANSIT DISTRICT

WHEREAS, it is beneficial to the SANTA CRUZ METROPOLITAN TRANSIT DISTRICT, herein after referred to as ~~the~~ "~~DISTRICT~~METRO," to maintain a personnel system to facilitate efficient and economical service to the public and to provide for a fair and equitable system of personnel management; and

WHEREAS, in 1976, the ~~DISTRICT~~Santa Cruz METRO Board adopted Resolution, 76-1-2, establishing a Personnel System; and

WHEREAS, Resolution 76-1-2 was amended on 9-19-80 and 7-15-83, and whereas it is necessary to adopt a Resolution revising the personnel system and implementing rules and regulations to insure just and similar treatment for those who compete for original employment and promotion, and to define rights, obligations, privileges, benefits and prohibitions relating to employees in the service of ~~the~~ ~~DISTRICT~~METRO.

NOW, THEREFORE, BE IT RESOLVED, that the Personnel Rules and Regulations set forth in this resolution supersede Resolution 76-1-2 and amended versions thereof and are hereby adopted by the ~~Santa Cruz METRO DISTRICT~~Board of Directors.

SECTION 1: DEFINITIONS

For the purpose of these Rules and Regulations, certain words and phrases shall be construed as herein set forth:

1. **APPLICANT** - A person who has made application for a vacancy with Santa Cruz METRO. ~~in the Classified Personnel List or for examination for anticipated vacancy.~~
2. **APPOINTING AUTHORITY** - The group or person having the lawful power to make appointments and to remove persons from ~~District~~METRO positions.

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3. **CHARGEABLE ACCIDENT** - An accident which is determined by ~~the~~ [DistrictMETRO](#) to be the fault of the employee.
4. **CLASSIFIED POSITIONS** - Those positions established and classified by the [Santa Cruz DISTRICTMETRO](#) Board of Directors.
5. **DEMOTION** - A personnel action taken by the appointing authority to assign an employee to another classification with a lower salary range than the position to which the employee was previously assigned.
6. **DISCIPLINARY ACTION** - An action pursuant to Section 29 of these Personnel Rules and Regulations taken by the appointing authority or his/her delegated representative to reprimand in writing, suspend, demote or terminate an employee for any disciplinary cause pursuant to Section 30 of these Personnel Rules and Regulations.
7. **DISCIPLINARY CAUSE** - Any ground for disciplinary action set forth in Section 30 of these Personnel Rules and Regulations.
8. **DISCIPLINARY DEMOTION** - A disciplinary action demoting an employee for disciplinary cause. All other demotions shall be non-disciplinary and so noted in the employee's Personnel File.
9. **DISTRICT**- The Santa Cruz Metropolitan Transit DISTRICT.
10. **ELIGIBILITY LIST** - A list of applicants for a vacant position or anticipated vacant position who meet the requirements set forth in a position specification, have passed all required examinations, and have been certified by the appointing authority as qualified to be appointed to the position.
11. **EMPLOYEE** - A person filling a classified or unclassified, position with ~~the~~ [DISTRICTMETRO](#).
12. **EMPLOYEE WORK STATION** - The [DistrictMETRO](#) facility to which an employee regularly reports for work assignments.
13. **EVALUATION** - A compulsory, periodic performance review for each employee assigned to a classified position. An evaluation is intended to be a summary of the performance of the employee and to reflect the ongoing communication between the rating supervisor and the employee.
14. **EXEMPT EMPLOYEE** - An employee who is exempt from overtime and other benefits specified under provisions established by the Fair Labor Standards Act.

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15. **INTERMITTENT APPOINTMENT** - A recurring appointment for a specified period of time to a classified or unclassified position. Said appointments shall be made from an Intermittent Employment Eligibility list
16. **LAYOFF** - A reduction of the work force of ~~the~~ [DISTRICTMETRO](#).
17. **NARCOTICS** - Narcotics shall include all drugs specified as narcotics in the California Uniform Controlled Substances Act, all drugs in the pharmacological classification of narcotics and all designer drugs or other substances determined to be illegal by California State law.
18. **NON-EXEMPT EMPLOYEES** - An employee who is entitled to overtime and other benefits specified under provisions established by the Fair Labor Standards Act
19. **POSITION SPECIFICATION** - A job description for classified positions which includes examples of duties, qualifications, knowledge and abilities for said position.
20. **PROBATIONARY STATUS** - A status on which an employee is placed for a specified period of time immediately after appointment to a particular classified position. The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the employee's performance.
21. **PROMOTION** - A personnel action taken by the appointing authority to assign an employee to another classification with a higher salary range than the one previously occupied by the employee. Promotion may occur as a result of an open recruitment or a closed promotional recruitment.
22. **PROPERTY** - Any equipment, vehicles, tools, supplies, materials, real estate, facilities, or other tangible or intangible thing, owned, leased or possessed by ~~the~~ [DISTRICTMETRO](#).
23. **PROVISIONAL APPOINTMENT** - An appointment made to a classified position for a specified period of time longer than six months and less than two years.
24. **RECLASSIFICATION** - A determination by ~~the District~~ [METRO](#) that there has been a change of duties, responsibilities, authority and/or employment requirements in a position classification in accordance with Section 6 of these Personnel Rules and Regulations.
25. **RECRUITMENT** - A personnel action taken by the appointing authority to obtain ~~-~~applicants for vacant ~~-~~classified positions.

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- A. Open Recruitment - Those job opportunities available to employees and the public.
 - B. Closed Promotional Recruitment - Those job opportunities available to present employees occupying classifications in ~~the~~ DistrictMETRO as designated by the appointing authority.
-
- 26. **REGULAR EMPLOYEE** - An employee who has satisfactorily completed ~~his/her~~their probationary period in the classified position that ~~he/she is~~they are occupying.
 - 27. **REINSTATEMENT** - The rehiring of an employee who was previously laid off because of the abolition of a position or work force reduction, into the position ~~he/she~~they held prior to layoff.
 - 28. **REPRIMAND** - A written notice issued for any minor disciplinary- cause.
 - 29. **RESIGNATION** - The notification to ~~the~~ DISTRICTMETRO by an employee that ~~he/she~~they shall cease ~~his/her~~their employment with ~~the~~ DISTRICTMETRO.
 - 30. **SEPARATION** - The non-disciplinary departure of an employee from DISTRICTMETRO service.
 - 31. **SPECIAL EVALUATION STATUS** - Placement of an employee on a monthly evaluation ~~schedule~~.
 - 32. **SUPERVISOR**- An employee who has supervisory duties listed in his/her job description and who is authorized by the appointing authority to direct and evaluate the work performance of one or more employees assigned to be supervised by ~~him/her~~them.
 - 33. **SUSPENSION** - A disciplinary action in which an employee is placed on a status wherein an employee is precluded from performing work activities for a specified period of time.
 - 34. **TEMPORARY APPOINTMENT** - Any appointment for a special or temporary purpose not to exceed six months. Temporary appointments may be made to classified positions, or unclassified positions.
 - 35. **TERMINATION** - The involuntary discharge of an employee from DISTRICTMETRO service for cause set forth in Section 30 of these Personnel Rules and Regulations or for failure to complete satisfactorily the probationary period.

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36. **TRANSFER** - An action taken by the appointing authority to reassign an employee from one position to another position having substantially similar duties, responsibilities, qualifications and substantially the same salary range.
37. **UNCLASSIFIED POSITION** - A job position not existing in ~~the~~ DISTRICTMETRO'S established -Classified Personnel List.
38. **WORK STANDARDS** - Written job performance requirements specified in an employee's job specification and in DISTRICT-METRO and/or Department rules, regulations and procedures, and/or in written instructions to the employee.

SECTION 2: AMENDMENTS

These Rules and Regulations may be amended by a majority vote of the DISTRICT-Santa Cruz METRO Board of Directors at any regular or special meeting of said Board.

SECTION 3: APPOINTING AUTHORITY

The appointing authority shall be defined as follows: for the position of General-Manager/CEO/General Manager, and General Counsel, the appointing authority shall be the DISTRICT-Santa Cruz METRO Board of Directors. For all other positions the appointing authority shall be the General-Manager/CEO/General Manager of ~~the~~ DISTRICTMETRO or ~~his/her~~ their designee as specified in writing by the General-Manager/CEO/General Manager.

SECTION 4: PERSONNEL COVERED

These Rules and Regulations shall be applicable to all employees of ~~the~~ DISTRICTMETRO. Employees shall be defined as all persons assigned to positions listed in the Classified Personnel List or occupying an unclassified position. The only limitation of the application of this section is outlined in Section 5.

SECTION 5: PERSONNEL RULES AND REGULATIONS APPLICABILITY

These Personnel Rules and Regulations are valid, in full force and govern the Personnel matters of ~~the~~ DistrictMETRO. A conflict between a particular provision of these Personnel Rules and Regulations and any existing collective bargaining agreement shall not affect any other provision of these rules and regulations. Where a specific provision of these rules and regulations is in conflict with a provision of a collective bargaining agreement, the provision of the collective bargaining agreement shall prevail. ~~if so specified in the collective bargaining agreement.~~

SECTION 6: CLASSIFIED POSITIONS

The ~~DISTRICT Board of Directors~~ Human Resources Department shall establish all employee classified positions. The ~~General-Manager~~ Human Resources Department shall make periodic studies of classifications, job specifications and/or compensation of all positions and shall

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submit for approval to the ~~Board of Directors~~CEO/General Manager any changes which ~~he/she/they~~ deems desirable to better classify or describe positions. Changes shall be called reclassification.

SECTION 7: ALLOCATION OF POSITIONS AND SALARY

The ~~DISTRICT Board of Directors~~Human Resources Department shall establish the necessary position title and the salary range for each position contained within the Classified Personnel List

SECTIONS 8: CLASSIFIED PERSONNEL LIST

A record to be known as the Classified Personnel List of ~~the DISTRICT~~METRO shall be kept in the office of the ~~General Manager~~CEO/General ManagerHuman Resources Department, and shall contain the name of every person employed in a classified position and receiving compensation from ~~the DISTRICT~~METRO. This list shall show respectively every officer or employee, the title of the position held, ~~the~~the salary or compensation as fixed-approved by the Board of Directors, the date of appointment to such office or employment and the term thereof, if any, and the positions filled, suspensions, layoffs, transfers, promotions, demotions, reclassifications, separations, terminations and any classification actions.

SECTION 9: POSITION SPECIFICATIONS

A job specification for each position in the Classified Personnel List shall be prepared by the ~~General Manager~~Human Resources Department and adopted by the ~~DISTRICT Board of Directors~~CEO/General Manager. Said specification shall include examples of duties, all qualifications, knowledge and abilities required for said position. The ~~General Manager~~Human Resources Department shall maintain a list which specifies all examinations, if any, (and including any medical examinations) which must be successfully completed as part of the selection process for the position.

SECTION 10: SALARY PLAN

The ~~General Manager~~CEO/General Manager shall maintain a salary plan for all employees. Said salary plan shall be set for each specified group to which the employee belongs consistent with each compensation plan or collective bargaining agreement. The first step shall be the entry level salary except that unusually qualified individuals may be entered on Step 2 or higher upon written authorization from the ~~General Manager~~CEO/General Manager. Employees shall advance to Step 2 upon satisfactory completion of the probationary period. In the event that an employee is entered at Step 2 or higher, said employee shall advance to the next highest step after satisfactory completion of the probationary period. Thereafter, employees shall be evaluated for advancement to the remaining steps upon satisfactory completion of ~~52 weeks~~2080 hours worked of service on the previous step. Step increases shall be consistent with Section 27 of these Personnel Rules and Regulations.

SECTION 11: OVERTIME AND COMPENSATORY TIME OFF

Non-exempt employees in paid status are entitled to overtime for: authorized work in excess of 8 hours per day when assigned to an 8-hour shift; authorized work in excess of 10 hours per day

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when assigned to a 10-hour shift; or authorized work in excess of 40 hours worked per week. Said overtime shall be compensated as additional salary based on 1 1/2 times the employee's regular hourly rate at which ~~he/she is~~they are employed.

Non-exempt employees in paid status are entitled to overtime for all work performed on the seventh consecutive day of that pay week at a rate of 2 times the employee's regular hourly rate of pay.

SECTION 12: NOTICE OF VACANCIES

All vacancies shall be publicly advertised by posting and also may be advertised by publication at the discretion of ~~the District~~METRO. If said advertising is done by posting, then the posting of the advertisement on the official bulletin boards of ~~the DISTRICT~~METRO shall be for not less than ten (10) calendar days. ~~If said advertising is done by publication, then the insertion of the same, one time in a newspaper of general circulation in the DISTRICT shall be sufficient.~~ Said notice shall contain the job duties, qualifications and range of compensation for the position.

SECTION 13: APPLICATION FOR VACANCIES

Application ~~forms~~ for current vacancies and future employment opportunities may be completed online at www.scmtd.com and Anticipated vacancies shall be kept in the office of the ~~General Manager,~~ the Personnel Human Resources Department. ~~and employee workstations.~~ Applications ~~forms~~ shall be readily available to all employees and interested members of the public.

SECTION 14: NOTICE OF ELIGIBILITY LIST EXAMINATIONS

Where deemed necessary, the ~~General Manager~~Human Resources Department may accept applications and set examinations for anticipated vacancies. Said examinations shall be noticed in the same manner as for vacancies described in Section 12.

SECTION 15: CERTIFICATION OF ELIGIBLE APPLICANTS

The ~~General Manager~~CEO/General Manager, or ~~his/her~~their designee, shall review all applications for vacancies or anticipated vacancies in the Classified Personnel List and shall certify as eligible, all applicants who meet the requirements set forth in the position specification for the position and who have passed all required examinations.

~~Proof that an applicant has committed any act involving dishonesty, fraud or deceit with the intent to substantially benefit him/herself or another, or substantially injure another shall be sufficient cause for the General Manager to exclude the applicant from examination or employment.~~ Fraudulent conduct or false statements by an applicant on their application or examination shall be deemed cause for disqualification.

The DISTRICTMETRO shall make reasonable accommodation for ~~handicapped~~individualspersons with disabilities as appropriate for the position. METRO will provide a reasonable accommodation to disabled applicants if the reasonable accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an

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~~undue hardship. An applicant may be excluded for physical disability or incapacity only if the DISTRICT cannot make reasonable accommodation to provide an adequate working environment for said applicant.~~

Eligible applicants shall be placed on a Certified Eligibility List. Said list of eligible applicants shall be submitted to the appointing authority for final selection and appointment.

Said Eligibility List shall be valid for six months following the date of examination. However, the ~~General Manager~~CEO/General Manager, or their designee may extend the period of time that the list is valid for up to six additional months when more than two names remain on the list at the time the list is due to expire.

Appointments to vacancies in the Classified Personnel List shall be made from the Certified Eligibility List if one exists for the vacant position, except when the Certified Eligibility List shall consist of less than two names. In such case, the vacancy shall be noticed and a new list prepared.

SECTION 16: APPOINTMENT PROCEDURES

All vacancies in positions in the Classified Personnel List shall be filled by reinstatement, selection from a Certified Eligibility List, transfer, promotion, demotion or from eligible applicants. ~~The DISTRICT~~METRO shall hire the applicant who best meets the needs of ~~the DISTRICT~~METRO. ~~The DISTRICT~~METRO, to the extent practicable, shall encourage current employees to apply for all vacancies in ~~the DISTRICT~~METRO.

SECTION 17: APPOINTMENT

After interview and investigation by the appointing authority, or selection committee chosen by the appointing authority, the appointing authority shall make appointments from among the list of eligible applicants. Examinations, if required, shall be performed prior to review by the appointing authority. The ~~General Manager~~CEO/General Manager or ~~his/her~~their designee shall notify the applicant of ~~his/her~~their appointment. If the applicant accepts the appointment and reports for duty at the prescribed time, ~~he/she~~they shall be deemed to be appointed; otherwise, ~~he/she~~the applicant shall be deemed to have declined the appointment.

SECTION 18: ANNIVERSARY DATE

The date of an employee's first reporting for duty with ~~the DISTRICT~~METRO shall be the anniversary date and shall be used as the beginning date for the computation of benefits and ~~DISTRICT~~METRO seniority. The appointing authority may adjust an employee's anniversary date to avoid inequities.

SECTION 19: EMERGENCY APPOINTMENTS

To meet the immediate requirements of any emergency conditions such as natural disaster which threatens human life or property, or labor disputes which threaten the continuation of transit service by ~~the DISTRICT~~METRO, the ~~General Manager~~CEO/General Manager may employ such persons as may be needed for the duration of the emergency without regard to adopted

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Personnel Rules and Regulations, or other rules affecting appointments. All such appointments must be reported to the DISTRICT Santa Cruz METRO Board of Directors as soon as possible and shall be limited to a thirty day prior from the start of said emergency or until the next DISTRICT METRO Board meeting (whichever occurs first) unless otherwise approved by the DISTRICT Santa Cruz METRO Board of Directors.

SECTION 20: TEMPORARY APPOINTMENTS

The appointing authority may authorize temporary appointments for a special or temporary purpose.

Temporary appointments to classified positions shall receive the benefits denied in the collective bargaining agreement which applies to the position. Temporary appointments to unclassified positions shall not receive benefits except for those required by Federal, State and local laws.

SECTION 21: INTERMITTENT APPOINTMENTS

The appointing authority may authorize intermittent appointments. ~~Said appointee shall maintain his/her their status on an Intermittent Employment Eligibility List and be appointed from time to time on a temporary basis to fill a position.~~ Intermittent appointments shall be consistent with Section 20 of these Personnel Rules and Regulations. The term of employment shall be specified at the time of appointment.

SECTION 22: PROVISIONAL APPOINTMENTS

Provisional appointments shall be made whenever programmatic requirements for the position dictate that the position be filled other than by a temporary appointment for a defined term longer than six months but not to exceed two years. The term of employment shall be specified at the time of appointment.

SECTION 23: TRANSFERS

The appointing authority may at any time transfer any employee under his/her their jurisdiction from one position to another in the same classification or in another classification having substantially similar duties, responsibilities and qualifications, and substantially the same salary range.

SECTION 24: LAYOFFS

The Board of Directors shall have the right to reduce the work force and lay off employees due to lack of work.

SECTION 25: PROMOTIONS

Whenever a classified personnel vacancy exists, unless such vacancy is filled by competitive application, reinstatement or transfer, it shall be filled by closed promotional recruitment. If filled by closed promotional recruitments, vacancies shall be filled by any employee holding a position with a lower salary range meeting the job qualifications and serving in a position designated by

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the appointing authority as appropriate for promotional purposes. Closed promotion shall be based on performance, effectiveness, conduct, seniority, needs of the department (including Affirmative Action Goals) and ability to perform properly the work of the higher position as determined through examination of employee's credentials, qualifications, and performance evaluations. Vacancies eligible to be filled by closed promotion shall be posted at all District METRO offices, including the employee's normal workstation.

SECTION 26: PROBATIONARY PERIOD

All employees shall work in probationary status for 26 weeks following their anniversary date or until such other date as specified in the compensation plan or the executed collective bargaining agreement which applies to the position. During said period, employees may be terminated without notice or cause. Probationary employees shall otherwise accrue all other benefits specified in these Rules and Regulations for regular employees of the District METRO. The probationary period may be extended in an amount of time equal to periods of absence, provided written notification has been given to the employee.

The probationary period shall be regarded as part of the testing process and shall be utilized for closely observing the employee's work and for rejecting any probationary employee whose performance does not meet the required work standards of the position.

SECTION 27: EVALUATIONS

Evaluations shall be completed as specified below.

Standardized rating forms shall be designed for all classifications in order to accurately measure the job performance of employees. The evaluation system shall be reviewed periodically by the Human Resources Department Board of Directors or a designated subcommittee thereof.

Evaluations shall be recorded only on DISTRICT METRO standardized rating forms by the supervisor of the employee. The purpose of the evaluation shall be to measure the quality and quantity of work performed, the conduct and work habits of the employee, and other factors having a bearing on his/her/their work performance, and shall establish performance goals and objectives for the next rating period.

The performance evaluation of all employees shall be completed in accordance with this section. The evaluation shall be part of the ongoing communication between the rater and the employee.

Evaluations shall be consistent with all the provisions of this section and shall be conducted as follows:

1. Probationary Period: Employees shall be evaluated just prior to the mid-point and near the end of their probationary period.
2. Annual Evaluation: All regular, non-probationary employees shall be evaluated at least annually prior to their anniversary date.

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3. Special Evaluation: An employee may be placed on special evaluation status at any time when performance problems exist. Regular employees receiving an annual performance evaluation with an overall rating of unsatisfactory, or otherwise determined not to meet the standards of the job, shall be placed on a special monthly evaluation schedule for a specified period of time. Once the employee attains an overall performance rating of satisfactory, ~~he/she/they~~ shall be removed from special evaluation status. The maximum time period that an employee can remain on special evaluation status is six consecutive months.

Employees who are unsuccessful in attaining an overall performance rating of satisfactory or better during the special evaluation period shall be subject to disciplinary action.

Special evaluations are in addition to, and do not replace the annual evaluation process.

Employees placed in special evaluation status shall be entitled to an administrative review of such action by the ~~General Manager~~CEO/General Manager or ~~his/her/their~~ designee. Request for administrative review shall be submitted in writing to the ~~General Manager~~CEO/General Manager within ten working days of placement of such status or any evaluation given thereunder.

Step increases, dependent upon satisfactory completion of the evaluation period, will be implemented only when the evaluation has an overall satisfactory or better performance rating.

SECTION 28: COMMENDATIONS AND COUNSELING

The purpose of a commendation shall be to recognize and encourage an employee's positive job performance. Employees may be commended orally or in writing. Written commendations shall be placed in the employee's Personnel File.

The purpose of counseling shall be to inform and advise employees of ways to improve job performance.

Counseling of employees, including counseling for which written records are kept by ~~the~~ DISTRICTMETRO, shall not be considered disciplinary action. Written records of counseling may only be placed in the official Personnel File of the employee as part of a formal disciplinary action, or as documentation to an evaluation.

SECTION 29: ADMINISTRATION OF COUNSELING, EVALUATION AND DISCIPLINARY ACTION

~~The~~ DISTRICTMETRO shall employ a system of counseling, evaluations and progressive discipline to advise employees of their strengths and weaknesses and to ensure employees are performing the work required of them.

This system shall include:

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A. Counseling and Evaluations:

1. Counseling/Verbal Warning
2. Periodic evaluations
3. Placing an employee in special evaluation status

B. Disciplinary Actions:

1. Written reprimands
2. Suspensions
3. Demotions (non-voluntary)
4. Terminations

These elements may be used together or independently to meet needs of ~~the~~ DISTRICTMETRO.

1. Disciplinary Actions

A. LETTER OF WRITTEN REPRIMAND

The appointing authority shall have the right to reprimand in writing an employee for any minor disciplinary cause as set forth in Section 30 of these Rules and Regulations. Such letters shall be filed in the employees Personnel File.

B. SUSPENSION

The appointing authority shall have the right to suspend an employee for a period of time appropriate for the cause of such action as set forth in Section 30. A suspension is a disciplinary action in which an employee is

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precluded from performing work activities for a specified period of time. A suspension may be with or without pay ~~or benefits~~ at the discretion of the appointing authority. While an employee is on suspension status, the appointing authority may order that said employee shall receive no salary ~~;~~ ~~and in the case of an employee suspended for a period of thirty calendar days or longer, the appointing authority may order that the employee also shall receive no benefit coverage.~~

C. DEMOTION

The appointing authority may demote an employee. Said demotions may be disciplinary or non-disciplinary. A disciplinary demotion shall be one which occurs for disciplinary cause as set forth in Section 30. All other demotions shall be non-disciplinary, (e.g., voluntary or as the result of a reduction of force).

No employee shall be demoted to a classification for which ~~he/she~~ ~~doesthey do~~ not possess the minimum qualifications unless ~~the~~ DistrictMETRO provides training for the employees. If the demotion is a disciplinary action, the employee shall have all procedural rights set forth in Sections 29 and 33 hereof.

D. TERMINATION

The appointing authority may terminate an employee for any single serious violation of DistrictMETRO policy or for any cause, or combination of causes, identified in Section 30 of these Personnel Rules and Regulations.

2. Application of Disciplinary Action

Any employee may be subjected to disciplinary action for just ~~and sufficient~~ cause. Disciplinary action shall include being reprimanded in writing, being placed on suspension, being demoted and/or being terminated and/or any combination thereof:

Where the disciplinary action is for a suspension of more than five days, a demotion, or termination, the employee shall be given a written notice of the intent to take disciplinary action, including notice of the proposed effective date of said disciplinary action, the reasons for said action, charges, copies of materials relied upon, and notice of opportunity to respond prior to the imposition of said disciplinary action. The employee shall be given a written notice of action after the employee has been given the opportunity to respond. For a suspension of five days or fewer, the foregoing procedure shall apply except that the opportunity to

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respond need only be given within a reasonable time after the imposition of the disciplinary action.

Except as otherwise provided herein, discipline shall be administered as provided below:

- A. Written letters of reprimand may be issued for any minor disciplinary cause.
- B. An employee may be suspended, demoted or terminated for repeated minor disciplinary causes or for more major disciplinary causes for a period not exceeding six months.
- C. An employee may be suspended, demoted or terminated as a disciplinary action when job performance falls below satisfactory standards, or for other major disciplinary causes. ~~An~~ employee may be demoted for cause for a disciplinary action in lieu of or in addition to a suspension or termination. If demotion occurs as a result of unsatisfactory work performance, such demotion shall follow a minimum period of not less than three months of documented, less than satisfactory job performance while on special evaluation status.
- D. An employee may be suspended, demoted or terminated at any time as a disciplinary action for a single major or severe disciplinary cause.

The imposition of the above listed forms of discipline shall be based on the severity of the violation and/or number of violations that have occurred, the employee's employment history with [the DISTRICTMETRO](#) and in consideration of efforts made by an employee to rehabilitate ~~him/herself/themselves~~. A single major or severe disciplinary cause may be grounds for termination regardless of the employee's employment history or any attempt by the employee to rehabilitate ~~him/herself/themselves~~.

When it is determined that continued attendance at work by an employee would not be in the best interest of [the DISTRICTMETRO](#), such employee may be suspended with pay and benefits pending completion of a disciplinary investigation. No such suspension with pay and benefits may exceed 30 calendar days.

It shall be customary, for minor violations, that the first violation results in a written reprimand; the second violation in a suspension; and the third violation in demotion or termination.

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7. Reporting to work intoxicated or ~~under~~under the influence of alcohol, prescribed or over-the-counter medications in excess of prescribed dosages or other non-prescribed hallucinogenic substances, or becoming ~~intoxicated~~intoxicated or influenced by narcotics, drugs or alcohol while on duty, or on ~~DISTRICT~~METRO property, or while wearing a ~~METRO~~DISTRICT uniform. If there is a reasonable suspicion that an employee is so intoxicated or under the influence and the employee refuses to take a sobriety test in accordance with established ~~METRO~~District procedures or refuses to release sobriety test results, ~~he/she~~they shall be considered to be under the influence.
8. The possession or use of any non-prescribed drug or use of a prescribed drug or narcotic which jeopardizes the safe operation of ~~METRO~~DISTRICT equipment, or in any way endangers ~~DISTRICT~~METRO employees or patrons or which violates any local ordinance or State or Federal law.
9. The consumption of alcohol or use of any narcotic, prescribed or non-prescribed, or hallucinogenic substance while in ~~DISTRICT~~METRO uniform and observed by or observable by the public.
10. Actions, including misconduct, willful malfeasance or misfeasance, which reasonably could have an adverse effect on the public or on other ~~DISTRICT~~METRO employees.
11. Possession or use of a weapon not authorized in writing by ~~the~~DISTRICT~~METRO~~ while on duty or on ~~DISTRICT~~METRO property.
12. Conviction of a felony while employed by ~~the~~DISTRICT~~METRO~~ where the General Manager/CEO/General Manager determines that continued employment of said employee would not be beneficial to ~~the~~DISTRICT~~METRO~~.
13. Conviction of any crime involving moral turpitude, immoral acts or crimes of an immoral nature, crimes involving the sale of illicit drugs and/or crimes involving children, or conviction of any crime performed while on duty.
14. Disobedience of any written ~~DISTRICT~~METRO rule or regulation, policy, procedure or written department rule or regulation.
15. Violation of sick leave privileges, including use of sick leave for any reason other than those established in written operational procedures, ~~or~~or collective bargaining agreements, or leave subject to statutory protection; an unscheduled absence that would otherwise violate METRO's attendance policy; or excessive absenteeism.

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16. Dishonesty which shall include but not be limited to falsifying one's time card, ~~falsifying or other~~ claims for reimbursement, or lying on application forms.
17. Misrepresentation of the employee's authority to represent ~~the~~ DISTRICTMETRO.
18. Theft, or unauthorized use, or taking of District-METRO property including, but not limited to: tools, supplies, vehicles and equipment
19. Failure to maintain a neat, clean personal appearance as established in writing by the department and/or to dress in clothing appropriate for the employee's assigned duties including the proper wearing and maintenance of any uniform prescribed by ~~the~~DISTRICTMETRO.
20. Failure to comply with written safety rules and procedures, including failure to use ~~appropriate~~personal protective safety equipment.
21. Where employees are required as a part of their duties to represent ~~the~~ DISTRICTMETRO or to interact with the public or other employees, any act, habit, behavior, appearance, or combination of factors either on or off duty, that impairs the trust, safety or confidence, of the public or other employees as required of the employees to effectively perform their duties.
22. Mishandling, theft, or misappropriation of District-METRO fares, revenues, funds or monies.
23. For positions that require operation of DISTRICT-METRO vehicles, loss of privilege of, suspension of, or failure to obtain or maintain appropriate driver's license required by local ordinance or state or federal law, except, however, where the loss of privilege of, or suspension of such license is for medical reasons and the employee is out on an approved medical leave.
24. Use of abusive or offensive language directed toward an employee or the public while on duty.
25. Violation of the California State Vehicle Code while operating a DISTRICTMETRO vehicle.
26. Failure to follow the orders of a police, fire protection, or peace officer while conducting DISTRICT-METRO business or performing job duties.
27. Where an employee functions in a supervisory capacity, failure to employ reasonable and accepted management or supervisory practices in the supervision and management of employees assigned to the supervisor.

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28. Assault and battery on another person while on duty or on ~~DISTRICT~~
METRO property.
29. Unauthorized absence from duty or work station or failure to be in attendance at the employee's assigned work station at the time and place prescribed for the employee as defined in Section 30B. of these regulations.

B. Unauthorized absence from duty or work station shall include but not be limited to unexcused absence and unexcused lateness as defined in this section.

1. Unexcused absence is defined as being absent from duty for an entire work shift without prior authorization. An employee who remains out on an unexcused absence for 48 hours (two work shifts) or more without notification to ~~his/her~~their supervisor shall be considered to have voluntarily resigned.
2. Unexcused lateness shall be defined as failure to be in attendance at the employees assigned work station at the time prescribed for the employee.

To ensure that a fair and equitable policy is established to control unexcused lateness consistent with the overall mission of ~~the~~
DISTRICTMETRO and its various subdivisions, the following rules shall be in effect. These rules shall apply to disciplinary action only, and shall be independent of the application of payroll procedures.

- a. For employees required to be on time to ~~insure~~ensure continuity of bus service to the public the following policy shall be in effect.

Employees must report for their assignments within one (1) minute of their schedule report time or they will be charged with a miss-out. Employees calling in sick must notify their work station at least sixty (60) minutes prior to their scheduled report time or they will be charged with a miss-out.

Disciplinary action for miss-outs shall be based on the following schedule. Miss-outs shall remain on an employee's record for six (6) months.

One	(1)	Miss Out	Counseling/(non disciplinary)
Two	(2)	Miss Outs	Letter of Reprimand
Three	(3)	Miss Outs	One Day Suspension
Four	(4)	Miss Outs	Three Day Suspension
Five	(5)	Miss Outs	Subject to Termination

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Employees who fail within one hundred eighty (180) minutes of their scheduled report time to report to work shall be charged with an additional miss-out for that day and shall be assessed an additional day's suspension.

Miss-Outs may be waived if an employee provides proof that ~~she/he~~they could not report on time due to the following:

1. Inability to report due to ~~hospitalization~~a statutorily protected absence
2. Involvement in automobile accident
3. Natural disaster (excluding power failures)
4. Scheduled failure of public transit
5. Traffic congestion due to accident or temporary construction.

Employees who fail to report as a result of DISTRICT-METRO scheduling errors shall not be charged with a miss-out

- b. For employees required to be on ~~time~~time to ensure continuity of work products including the provision of vehicle servicing, maintenance of vehicles, maintenance of DISTRICT-METRO facilities and equipment, and provision of dispatch and public information services, the following policy shall be in effect

Employees must report to their assignments ~~at least~~ within five minutes of their scheduled report time or they will be charged with a late arrival.

Employees calling in sick are required to notify their department, or designated representative at least 60 minutes prior to their scheduled report time or they will be charged with a late arrival.

Disciplinary action for late arrivals should be based on the following schedule. Late arrivals shall remain on the employee record for six months.

One	(1)	Late Arrival	Counseling
Two	(2)	Late Arrivals	Counseling
Three	(3)	Late Arrivals	Written Reprimand
Four	(4)	Late Arrivals	One Day Suspension
Five	(5)	Late Arrivals	Three Day Suspension
Six	(6)	Late Arrivals	Subject to Termination

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Employees who fail within one hundred eighty (180) minutes of their scheduled report time to report to work or who fail to call in sick, or who fail to call in and obtain permission to come in later than one hundred eighty minutes, shall be charged with an additional late arrival for that day.

Late arrivals may be waived if an employee provides proof that ~~he/she~~they could not report on time due to one of the following:

1. Inability to report due to ~~hospitalization~~a statutorily protected absence
2. Involvement in an automobile accident
3. Natural disaster (excluding power failures)
4. Schedule failure of public transit
- 5.. Traffic congestion due to an accident or temporary construction

Employees who fail to report as a result of ~~DISTRICT~~METRO scheduling errors shall not be charged with a late arrival.

c. For all other employees:

Employees who establish a pattern of unexcused lateness may be subject to disciplinary action.

d. The unexcused lateness rule for each department or subdivision thereof as appropriate, shall be written and posted at or near the applicable employee workstation

SECTION 31: SEPARATION

Employees may be separated from service with ~~the District~~METRO for reasons other than cause for disciplinary action. Separation may be by resignation, death, lay-off, retirement, work completion by provisional or temporary employees, or for other reasons.

SECTION 32: MEDICAL SEPARATION

The ~~General Manager~~CEO/General Manager may separate employees from service with ~~the District~~METRO in cases where the employee, due to physical disability or mental incapacity is unable to perform the duties of the position to which ~~he/she is~~they are assigned; or in the cases where the employee has a protracted absence due to illness where the prospect of recovery within a reasonable period of time is not probable.

~~The District~~METRO shall make reasonable accommodation for an employee's physical disability or mental incapacity if the reasonable accommodation would allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship. when that employee, with such accommodation, is capable of performing the duties of the job to which

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~~he/she is assigned.~~ If the employee believes they need an accommodation because of their disability, the employee is responsible for requesting a reasonable accommodation from the Human Resources Department. The employee may make the request orally or in writing. After receiving the employee's oral or written request, the Human Resources Department will engage in an interactive dialogue with the employee to determine the precise limitations of the employee's disability and explore potential reasonable accommodations that could overcome those limitations. Individuals will not be retaliated against for requesting an accommodation in good faith. METRO expressly prohibits any form of discipline, reprisal, intimidation, or retaliation against any individual for requesting an accommodation in good faith.

SECTION 33: APPEAL OF DISCIPLINARY ACTION TO THE BOARD OF DIRECTORS

A regular employee who is suspended, demoted or terminated and who is not covered by a separate appeal process of an existing collective bargaining agreement, shall have the right to file a written notice of appeal of said suspension, demotion or termination with the Secretary to the ~~DISTRICT~~ Santa Cruz METRO Board of Directors within ten (10) days after mailing of the notice of disciplinary action. The ~~DISTRICT~~ Santa Cruz METRO Board of Directors shall hear the appeal or may delegate the authority to conduct the hearing to an appointed personnel committee composed of members of the ~~DISTRICT~~ Santa Cruz METRO Board of Directors or to a hearing officer, but final determination shall be made by the ~~DISTRICT~~ Board of Directors. The determination of the ~~DISTRICT~~ Santa Cruz METRO Board of Directors shall be final. The judicial review of the ~~DISTRICT~~ Board of Directors' action shall be pursuant to the Code of Civil Procedure Section 1094.5 and subject to the time limitations for filing set forth in the Code of Civil Procedure, Section 1094.6.

SECTION 34: SERVICE OF THE ~~GENERAL MANAGER~~CEO/GENERAL MANAGER

The Board of Directors shall appoint the ~~General Manager~~ CEO/General Manager who shall have the responsibility for proper administration of ~~the District~~ METRO in accordance with state laws and such ordinances, resolutions and policies as may be established by the Board. The performance of the ~~General Manager~~ CEO/General Manager shall be evaluated annually by the Board of Directors.

The ~~General Manager~~ CEO/General Manager shall serve at the pleasure of the Board of Directors.

The Powers and duties of the ~~General Manager~~ CEO/General Manager shall include the authority and responsibility of administering these Personnel Rules and Regulations and of serving as the appointing authority for all ~~District~~ METRO employees. The ~~General Manager~~ CEO/General Manager may designate in writing, in accordance with adopted ~~District~~ METRO job descriptions, the authority to appoint, evaluate and discipline ~~District~~ METRO employees.

SECTION .35: BENEFITS

Each employee of the Santa Cruz Metropolitan Transit District appointed to a classified personnel position shall receive, in addition to the salary or wage rate adopted for said position, benefits as

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identified in the executed Collective Bargaining Agreement, compensation plan or the specified group to which the employee belongs.

SECTION 36: CONFLICT OF INTEREST/INCOMPATIBLE ACTIVITY

METRO is committed to achieving the highest standards of professionalism and ethical conduct in its operations and expects its employees to conduct their business according to the highest ethical standards of conduct and to comply with all applicable laws.

No employee of ~~the District~~ METRO shall engage in any arrangement or business which constitutes a conflict of interest or incompatible activity in regard to said employee's position. A designated employee, as defined in ~~the DISTRICT~~ METRO'S adopted Conflict of Interest Code, shall disqualify ~~him/herself~~ themselves from making or participating in the making of any decisions which will foreseeably have a material financial effect, distinguishable from its effect on the public generally, on any reportable interest of that employee (except sources of gifts less than \$50) or upon any business entity in which the designated employee holds a position of management or is a director, officer, partner, trustee, or employee. METRO further prohibits all employees from using their position with METRO and its relationship with its customers, vendors, suppliers, or contractors for private gain or to obtain benefits for themselves or members of their family. No designated employee shall be prevented from making or participating in the making of any decision to the extent that ~~his/her~~ their participation is legally required for the decision to be made.

If you become aware of any potential conflict of interest or ethical concern regarding your employment or another employee at METRO, you must promptly speak to, write or otherwise contact your direct supervisor or, if the conduct involves your direct supervisor, the next level above your direct supervisor as soon as possible. You should be as detailed as possible. METRO will investigate all concerns regarding conflicts of interest, determine whether a conflict of interest exists, and what action should be taken. METRO prohibits any form of discipline, reprisal, intimidation or retaliation for reporting a potential conflict of interest or violation of this policy or cooperating in related investigations.

SECTION 37: AFFIRMATIVE ACTION PROGRAM

The ~~DISTRICT~~ Santa Cruz METRO Board of Directors has adopted an Affirmative Action Program which insures compliance with the Civil Rights Act of 1964, and Equal Opportunity Act of 1972.

It shall be the policy and practice of ~~the DISTRICT~~ METRO to plan, implement and administer all personnel and employment policies, procedures and programs without regard to race, religion (including religious beliefs, observance and practice, and dress or grooming), color, national origin, ancestry, gender, sex (including pregnancy, childbirth, breastfeeding, or medical conditions related to pregnancy), sexual ~~preference~~ orientation, marital status, military or veteran status, age, genetic information, medical condition, or physical or mental handicap disability when, with reasonable accommodation, the individual can perform the duties of the job. This policy shall apply to all employees, interns, and applicants for employment and to all aspects of employment including recruitment, selection, appointment, training, promotion, reclassification, transfer, demotion, termination, layoff, reinstatement, compensation and discipline.

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SECTION 38: ~~REVIEW BY~~ GENERAL MANAGER ~~CEO/GENERAL MANAGER~~

Any employee who is dissatisfied with the application of the Personnel Rules and Regulations may submit in writing to the General Manager ~~CEO/General Manager~~ such notice of dissatisfaction or concern for review.

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