CONNECT TRANSIT BOARD OF TRUSTEES PROCEEDINGS OF FEBRUARY 24, 2015

The regular meeting of the Board of Trustees of Connect Transit was held at the Connect Transit Board Room #135, 351 Wylie Drive, Normal, Illinois 61761 on February 24, 2015 at 4:30 p.m.

TRUSTEES PRESENT: Mike McCurdy, Vice-Chairman

John Bowman, Secretary

Judy Buchanan Felicia Shaw John Thomas Ryan Whitehouse

TRUSTEES ABSENT: Bill Wilson, Chairman

CITY MANAGERS:

STAFF PRESENT: Andrew Johnson, General Manager

Kyle Boehm, Planner

Julie Phillips, Executive Assistant - Labor Relations

The meeting was called to order by the Vice Chairman at 4:30 p.m. Roll call was taken.

PUBLIC COMMENTS

David Calhoon addressed the Board. He stated that his comment concerned item F3, the Revised Employee Handbook. He questioned if the Revised Employee Handbook would pertain to non-represented employees only of it would govern all of Connect Transit's employees.

Andrew Johnson, General Manager stated that the Revised Employee Handbook would pertain to non-represented employees only.

Marilyn Evans addressed the Board. She stated that she had attended both Fixed Stop Open Houses. She was thankful for the information that was provided at the events. She was able to take that information back to those in her community to set the record straight.

CONSENT AGENDA

- 1. Approval of Minutes of Previous Meeting of January 27, 2015
- 2. Disbursements for Month of February, 2015
- 3. Financial Report for Month of January, 2015
- 4. Capital and Self Insurance Reserve Fund Balances for month of January 2015
- 5. Monthly Statistical Report for month of January 2015

Motion by Trustee Judy Buchanan, seconded by Trustee Felicia Shaw that the Consent Agenda items be approved as presented.

AYE: All

NAY: None

Motion carried.

OLD BUSINESS

None.

NEW BUSINESS

Notice to Proceed to New Flyer of North America, Inc. for five (5) forty foot (40 ft.) buses

Andrew Johnson, General Manager, introduced this item. He reminded the Board that it had recommended approval of the proposal from New Flyer of North America, Inc. at the January, 2015 Board meeting. The Notice to Proceed would allow Connect Transit to set aside a slot in New Flyer's production line contingent upon Illinois Department of Transportation (IDOT) concurrence. If IDOT Concurrence was not received there would be no liability to Connect Transit. He did not foresee any problem with receiving IDOT concurrence for this purchase. The Notice to Proceed simply allowed Connect Transit to receive its buses sooner, as once IDOT concurrence was received; Connect Transit's order would already be in the production pipeline.

Motion by Trustee Judy Buchanan, seconded by Trustee Felicia Shaw that the General Manager be authorized to issue a Notice to Proceed to New Flyer of North America, Inc. for five (5) forty foot (40 ft.) buses in an amount not to exceed \$2,405,574, contingent upon the Pre-Award Buy America Audit being concluded.

AYE: All

NAY: None

Motion carried.

Adjusted Fix Stop Plan

Andrew Johnson, General Manager, introduced this item. He stated that there had been a good turnout for both Fixed Stop Open Houses and good input had been received. He requested that Kyle Boehm provide the Board with additional information about the input that had been received.

Kyle Boehm, Planner, addressed the Board. He stated that over fifty (50) comment cards had been received at the two (2) Fixed Stop Open Houses. Additional comments were received by phone

and by email. Mr. Boehm also noted that input had been received from Connect Transit's Bus Operators. All of the proposed changes were a result of the input received.

Motion by Secretary John Bowman, seconded by Trustee Judy Buchanan that the Adjusted Fixed Stop Plan be approved.

AYE: All

NAY: None

Motion carried.

Revised Employee Handbook

Andrew Johnson, General Manager introduced this item. He explained that the revised handbook applied to the non-represented employees only. The represented employees would still be subject to the union contract and existing employee handbook. Staff has reviewed all of the policies and has consulted with legal counsel regarding employment laws and regulations. The revised handbook brought several policies current.

Secretary John Bowman pointed out a few misspelled words within the revised handbook. Mr. Johnson responded that those would be corrected.

Trustee Ryan Whitehouse questioned the original receipt requirement for expense reimbursement. He questioned if there was a minimum amount required for the receipt requirement and/or if there was a provision for lost or destroyed receipts.

Jenifer Clark, Director of Human Resources addressed the Board. She responded that the revised handbook does not specify a minimum receipt amount, nor does it address lost or destroyed receipts. Mr. Whitehouse suggested that a provision be added to the revised handbook that states that a receipt is required for all charges in the amount of \$25.00 or more. Ms. Clark stated that this provision could be added if the Board requested.

Motion by Trustee John Thomas, seconded by Trustee Judy Buchanan that the Revised Employee Handbook be approved with the addition that original receipts be required for reimbursement of all expenses greater than \$25.00.

AYE: All

NAY: None

Motion carried.

CONNECT TRANSIT NON REPRESENTED EMPLOYEE HANDBOOK

WELCOME

Welcome to Connect Transit!

This Employee Handbook was developed to describe some of the expectations of our non-represented employees and to outline the policies, programs, and benefits available to eligible employees. Employees are required to read the Employee Handbook and be familiar with its contents. Any questions about this handbook should be directed to Human Resources right away. Public transportation is a critical component to building social and economic growth in the Bloomington-Normal area. Connect Transit transports people to work, school, healthcare, shopping and recreation and it is Connect Transit's employees that provide these services that our customers and community rely upon. Take pride in knowing that you are joining a team that drives growth and success for Connect Transit and the community.

Your employment at Connect Transit will be challenging, enjoyable and rewarding. We are excited to have you with us and wish you every success here!

Andrew Johnson General Manager

EMPLOYMENT

AT WILL STATEMENT

Your employment with Connect Transit is a voluntary one and is subject to termination by you or Connect Transit at will, with or without cause, and with or without notice, at any time. Nothing in these policies shall be interpreted to be in conflict with or to eliminate or modify in any way the employment-at-will status of Connect Transit employees.

This policy of employment-at-will may not be modified by any officer or employee and shall not be modified in any publication or document. The only exception to this policy is a written employment agreement approved at the discretion of the General Manager or Board of Trustees, whichever is applicable.

These personnel policies are not intended to be a contract of employment or a legal document.

EVALUATION PERIOD

The first three (3) months of employment and the first three (3) months after a transfer to a new position shall be considered an evaluation period. The evaluation period is a time for Connect Transit to determine whether the employee is an appropriate match for the position. It is also a time for the employee to determine if the job is suitable to the employee. Connect Transit in its discretion may extend the evaluation period thirty (30) days. Connect Transit retains the right to terminate employment or return an employee to a prior position or comparable position at any point during or upon conclusion of the evaluation period. Completion of the evaluation period shall not confer any enforceable or contractual right to continued employment.

EOUAL EMPLOYMENT OPPORTUNITY

As a matter of policy, Connect Transit requires all aspects of the employment relationship, training and promotions, and all personnel actions to be based on individual merit and individual capabilities. Connect Transit shall not discriminate on the basis of race, religion, color, national origin, sex, sexual orientation, age, or disability, marital status, military status, unfavorable discharge from military service (except dishonorable), or any other protected status under applicable local, state or federal law. This policy applies to recruitment, hiring, compensation, promotion, transfer, disciplinary action, discharge, training, and all other terms, conditions and privileges of employment.

Connect Transit will provide a reasonable accommodation to employees with a disability upon request, provided accommodation does not present an undue hardship. Reasonable accommodation generally involves modification or adjustment of a job, employment practice, or the work environment which makes it possible for an individual with a disability to perform the essential functions of the employee's job. An employee who believes he or she requires accommodation should contact the Human Resources Director. Consideration of such requests may entail an interactive dialogue over the requested accommodation. As part of the interactive process, Connect Transit may request the employee to provide certain medical information related to the employee's ability to perform the essential job functions with or without reasonable accommodation.

CATEGORIES OF EMPLOYEES

For purposes of salary administration and eligibility for overtime payments and employee benefits, Connect Transit classifies its employees and other workers as follows:

- A) Full-time employees- Employees hired to work Connect Transit's full-time (30) hour workweek on a regular basis. Such employees may be "exempt" or "nonexempt" as further defined.
- B) Part-time employees- Employees hired to work fewer than thirty (30) hours per week on a regular basis. Such employees may be "exempt" or "nonexempt" as defined below.
- C) Temporary employees- Employees engaged to work full time or part time on Connect Transit's payroll with the understanding that their employment will be terminated no later than on completion of a specific assignment. (Note that a temporary employee may be offered and may accept a new temporary assignment with Connect Transit and thus still retain temporary status.) Such employees may be "exempt" or "nonexempt" as defined below. (Note that employees hired through temporary employment agencies or as independent contractors for specific temporary assignments are employees of the respective agency or independent contractors and not employees of Connect Transit.)
- D) Nonexempt employees- Employees who are required to be paid overtime at the rate of one and one-half times (1.5) times their regular rate of pay for all hours worked beyond forty (40) paid hours in a workweek, in accordance with applicable state and federal wage and hour laws.
- E) Exempt employees- Employees who perform administrative, executive or professional work as determined by Connect Transit to be exempt from overtime requirements under applicable state and federal wage and hour laws.

JOB/INTERNAL POSTING

It is the policy of Connect Transit to hire the most qualified employees available for all jobs and to encourage a career within Connect Transit by promoting present employees whenever possible to fill vacancies as well as creating and sustaining a welcoming culture in which to conduct CONNECT TRANSIT business.

In consultation with the Director of Human Resources, Department Heads are responsible for the final selection and filling of authorized positions within the departments. When a vacancy occurs, the Department Heads shall inform the Director of Human Resources of intent to fill said vacancy. Department Heads are encouraged to consider current qualified Connect Transit employees for vacant positions and may post job vacancies for a minimum of three (3) days internally before seeking applications from the general public. The posting of a notice internally does not guarantee placement of an internal candidate. In all instances, Connect Transit will seek to fill a position with the most qualified applicant whether from within the organization or outside of the organization.

All candidates for a position are subject to a drug test, criminal background check and other background investigation to determine qualifications and fitness for employment. Additionally, all candidates for a position are subject to a post-offer, pre-employment health examination to determine fitness for the position applied for when said position requires particular physical demands of the candidate.

TRANSFER AND PROMOTIONS

It is the policy of CONNECT TRANSIT to transfer and promote from within consistent with the interests of Connect Transit. Employees are urged to obtain the necessary skills, training, education, professional registration or licenses necessary in order to be eligible candidates for transfer or promotion.

Criteria for Promotion to be considered - Employees seeking promotion to an open position must also apply to the Human Resources Director. They may be required to re-submit an application and they will also be interviewed by the hiring authority. In the selection of an employee to fill a higher job, the following will be considered:

- A) Aptitude, skills, ability and past performance, where applicable;
- B) Prior or newly acquired credentials which may qualify the employee for consideration in another classification.

TELEWORK

Connect Transit confirms its commitment to recruit, develop, and retain a diverse and skilled workforce. To assist in this, the Organization will support Teleworking where it is reasonable and practical to do so for senior management team members and where operational needs will not be adversely affected.

Definition of Teleworking

Telework is defined as working at home or at other off-site locations that are linked electronically (via computer, fax, etc.) to a central office or principal place of employment. Teleworking is a cooperative arrangement between Connect Transit and senior management staff, based upon the needs of the job and the Organization.

Teleworking is not a formal, universal employee benefit. Rather it is an alternative method of meeting the needs of the company. Connect Transit has the right to refuse to make teleworking available to an employee and to terminate a teleworking arrangement at any time.

Eligibility

To be eligible for consideration of a telework arrangement, a senior management employee must have no record of performance problems or disciplinary actions within the preceding two (2) years or term of employment. In the case of a new hire, the Organization will conduct a thorough reference check with past employers to determine whether he/she meets the requirement.

The senior management employee must have demonstrated the following prior to approval of telework: proven ability to perform, high job knowledge, ability to establish clear objectives, flexibility, ability to work independently and dependability.

In addition, the senior management employee must hold a position that will allow for the employee to work alone or with equipment that can be transported or kept at the alternate work site and have clearly defined tasks and objectives, does not require a regular direct face to face contact either with a client or team members, has measurable work activities, and does not require a high degree of supervision.

Job Responsibilities

Senior Management job responsibilities will not change due to teleworking. Professionalism in terms of job responsibilities, work output, and customer orientation will continue to follow the standards set by the Organization. The amount of time an employee is expected to work will not change due to teleworking. In the event that business conditions require the teleworking employee's presence at a central work location function, meeting, or other event, the employee is expected to report to the central work location, even if such occurs during normally scheduled home-work area hours.

Contact with the Central Work Location

Once a teleworking arrangement has been approved, the teleworking employee is responsible for maintaining contact with his or her Supervisor and other senior management team members. It is expected that the Supervisor, senior management team members and the teleworker will act together to keep each other apprised of events or information obtained during the working day.

Alternate Work Area

Connect Transit shall provide workers' compensation and liability protection as obligated by State statues for the employee while in the course of employment within the agreed upon location and defined work schedule. The Organization assumes no responsibility for any activity, damages, or injury which is not directly associated or resulting from the official job duties for which the Organization has no ability to exercise control. The Organization assumes no responsibility for the employee's personal property.

In addition, the following must be adhered to:

- A) A designated workspace should be maintained by the employee in a clean, professional, and safe condition.
- B) Any change in the approved job assignment, location or defined work schedule must be reviewed and approved by the supervisor in advance.
- C) As liability may extend to accidents which could occur in the alternative work location, the Organization retains the right to make on-site inspections of this work area, at a mutually agreed upon time, to ensure that safe work conditions exist.

- D) Employee tax implications related to alternate work locations are the responsibility of the employee.
- E) Employee expenses not specifically covered in this policy will be dealt with on a case-by-case basis between the employee and his/her supervisor.
- F) Employees who work at home will manage dependent care and personal responsibilities in a way that allows them to successfully meet job responsibilities.

Equipment

- A) Any hardware or software purchased by Connect Transit remains the property of the Organization and will be returned to the Organization should the alternative work arrangement be terminated.
- B) Software owned by the Organization may not be duplicated except as formally authorized by policy.
- C) Employees using Organization software must adhere to the manufacturer's licensing agreements.
- D) Restricted access materials (such as payroll, personnel files, etc.) may not be taken out of the office, copied, or compromised in any way. Employees working at alternate sites will take all precautions necessary to secure sensitive information and prevent unauthorized access to the Organization.
- E) Connect Transit equipment located at an alternative work location may not be used for personal activities.

CHANGE OF NAME, ADDRESS, MARITAL OR FAMILY STATUS

Employees shall report all changes in name, address, telephone number and marital or family status to the Treasurer as follows:

- A) Change of address Provide on Employee Change of Information Form.
- B) Change of family status (add or delete dependents) Federal and Illinois Tax forms, beneficiary changes to Deferred Compensation and group insurance.

CONFLICT OF INTEREST

Except as otherwise authorized or provided by the *Illinois Compiled Statutes*, a Board Resolution or action of the Board, no employee of Connect Transit shall have any substantial interest, direct or indirect, or engage in any business transaction or professional activity or incur any obligation of any nature which is in conflict with the proper discharge of their duties in the public interest.

No employee of Connect Transit shall use their position to secure special privileges or exemptions, personally or for others. No employee of Connect Transit shall directly or indirectly receive or agree to receive any compensation, gift, reward or gratuity from any source except Connect Transit, for any matter or proceeding connected with or related to the duties of such employee.

Situations that may pose a conflict of interest must be reported to the Department Head by the employee immediately. However, honoraria or expenses paid for papers, talks, demonstrations or appearances made by employees on their own time shall not be deemed as a violation of this section provided such activity is approved by the General Manager.

CONFIDENTIALITY

You are required at all times while an employee of CONNECT TRANSIT and thereafter, to protect confidential information. Confidential information cannot be given to anyone without express prior approval of an authorized member of CONNECT TRANSIT management.

Further, all employees are prohibited from directly or indirectly using or allowing the use of official information obtained through, or in connection with, employment with Connect Transit which has not been made available to the general public, for the furtherance of any private interest. Violation of this principle is a serious matter and will result in immediate disciplinary action. Additionally, disclosure of any information discussed and recorded in closed session held by the Board is strictly prohibited. Violation of this provision by any employee of Connect Transit shall result in disciplinary action taken pursuant to those of this policy, collective bargaining agreement and/or other provision that may be required under state law.

During your employment you may receive or have access to varying types of confidential information. Connect Transit places a high value on confidential information. Confidential information means information that is not generally known to the public that is valuable and which, if disclosed, could compromise client security or cause harm, damage or other adverse consequences to CONNECT TRANSIT, clients, customers and fellow employees.

Information is confidential regardless of its form. Your confidentiality obligations extend to confidential information included in memos, emails, computer files and other electronic formats.

OUTSIDE EMPLOYMENT

No full-time or part-time employee shall engage in outside employment which is not compatible with the full and proper discharge of duties and responsibilities of one's position or which tends to impair the capacity to perform one's duties and responsibilities in an acceptable manner. A full-time or part-time employee wishing to engage in outside employment shall notify the General Manager or the Department Head of outside employment. The General Manager or the Department Head shall evaluate the outside employment and determine its compatibility with the employee's obligation for full discharge of duties and responsibilities. Connect Transit must assure that no conflict or appearance thereof occurs, and that no unauthorized use of position or Connect Transit's facilities or property takes place.

BENEFITS

BENEFITS OVERVIEW

Connect Transit has established a variety of employee benefit programs designed to assist employees and their eligible dependents in meeting financial burdens that can result from illness and disability, and to help plan for retirement. This portion of the Employee Handbook contains general descriptions of the benefits to which employees may be entitled.

This employee handbook does not change or otherwise interpret the terms of the official Benefit Plan Documents. To the extent that any of the information contained in this employee handbook is inconsistent with the official Benefit Plan Documents, the provisions of the official documents will govern in all cases.

INSURANCE

GROUP LIFE INSURANCE: Connect Transit provides term life insurance protection for all full time employees who are benefits eligible.

GROUP HEALTH INSURANCE: Connect Transit provides health and major medical insurance to eligible employees. Eligible employees are defined as those who work an average of 30 or more hours a week as determined by Connect Transit. The Director of Human Resources will, in addition, promote the benefits and provide information and assistance to those eligible. Employee only medical coverage is 100% employer paid. At time of initial sign-up, the employee may elect to purchase health and major medical coverage for spouse and dependents. This payment will be made by payroll deduction. Enrollment of dependents after the initial sign-up period will be subject to qualifying changes in status.

Eligibility Date - Any eligible employee may enroll on their first day of employment.

GROUP DENTAL/VISION: Connect Transit provides optional group dental and vision coverage for all benefits eligible employees. Dental and vision coverages are available on your first day of employment. Please refer to your benefits packet for complete details.

EMPLOYEE ASSISTANCE PROGRAM

Through an outside vendor, Connect Transit will provide confidential and voluntary assistance to all employees and members of the household over 18 years of age. You are eligible for 6 assessment and/or short term counseling sessions per person/per problem per year.

Employees or family members can refer themselves to the EAP. The program may be reached 24 hours a day, 7 days a week.

All contact between an employee or household member and the EAP is held strictly confidential.

COBRA

Under the Consolidated Omnibus Budget Reconciliation Act of 1985, better known as COBRA, if an employee terminates employment with Connect Transit or has any other qualifying event, the employee is entitled to continue participating in the Company's group health plan for a prescribed period of time, usually 18 months. COBRA coverage may not be extended to employees terminated for gross misconduct.

For detailed information or questions on COBRA, employees should contact the Human Resources Director.

HIPAA

As required by the Health Insurance Portability and Accountability Act (HIPAA), Connect has adopted a policy that protects the privacy and confidentiality of protected health information (PHI) whenever it is used by Connect representatives. The private and confidential use of such information will be the responsibility of all individuals with job duties requiring access to PHI in the course of the jobs.

Connect Transit has designated the Director of Human Resources as the HIPAA Compliance Officer (HCO). Any questions or issues regarding PHI should be present to the HCO for resolution.

DEFERRED COMPENSATION PROGRAM: In accordance with Section 457 of the Internal Revenue Code, Connect Transit offers a section 457 deferred compensation program to eligible employees. Eligible employees are defined as those employees who have completed 12 months of employment with Connect Transit. The Director of Finance is the Authorizing Agent for the fund for Connect Transit employees. All eligible Connect Transit employees may participate in this program by payroll deduction of a minimum of 3% of the employee's annual pay divided by twenty-six pay periods. In addition, Connect Transit will contribute an amount reflecting 5% of the employee's annual pay to the employee's deferred compensation account divided by twenty-six pay periods.

EDUCATION/TUITION ASSISTANCE

OVERVIEW:

Education programs will generally fall within the following categories:

- Connect Transit-sponsored orientation programs.
- In-service/in-house education provided by Connect Transit.
- Outside workshops, lectures, meetings and seminars.

On-going employee education and development opportunities are essential to sustaining an effective and satisfied workforce. Connect Transit will provide, within reasonable, budgeted resources, employee education and development deemed necessary to assist Connect Transit in achieving its stated mission.

Specific program content may change based upon business conditions and situational need. This policy applies to all employees of Connect Transit.

POLICY:

- A) Employees may pursue education and development opportunities deemed necessary for the execution of day-to-day job-related duties as well as long-term development purposes to promote/grow Connect Transit.
- B) Connect Transit may provide and/or facilitate:
- 1. On-the-job training and/or work-related instruction that prepares/supports the employees in performing their current roles. This includes instruction required by regulation, law and/or organizational policy.
- 2. Courses, workshops and seminars as well as attendance at conferences and conventions directed at enhancing and/or expanding employee work-related skills.
- 3. One-on-one, subject-specific mentoring engagements. Engagements are dependent upon mentor/protégé availability and fit with specific employee development needs.
- C) It will be the responsibility of the employee's supervisor to authorize, monitor and ensure programs are satisfactorily completed within reasonable and customary timeframes.

Programs must be scheduled in accordance with Connect Transits' operating needs and budgetary availability.

- D) Employees planning to attend an outside conference or convention will be required to obtain the approval of their immediate supervisor in advance prior to committing to registration/travel fees.
- E) Newly-hired employees will be provided Orientation Training upon hire. Training topics will be designed to rapidly assimilate the employee into Connect Transit organization while maximizing individual performance opportunities. Any specific-to-the job training that is critical will be provided immediately upon starting in the role.
- F) Attendance at educational programs will NOT be counted as paid time IF ALL of the following four criteria are met:
- 1. Attendance is outside of the employee's regular working hours.
- 2. Attendance is voluntary. (Attendance is not voluntary if it is required by the employer. It is not voluntary if the employee is given to understand or is led to believe that his/her present working conditions or the continuation of his/her employment would be adversely affected by non-attendance.)
- 3. The educational program is not directly related to the employee's job.

- 4. The employee does not perform any productive work during such attendance.
- G) The employee will be paid at their regular rate of pay per their typical schedule for the time off work for educational program attendance. If the educational program keeps the employee away from home overnight, the time outside of regular working hours will not be considered work time.
- H) Travel time to educational programs will be counted as hours worked during normal working hours for non-exempt employees. If drive or travel time is outside of normal work hours and the trip is not an overnight trip, then time spent traveling is compensable for both non-exempt driver and passenger(s).

TUITION ASSISTANCE POLICY

To encourage the professional and personal development of management and supervisory personnel, the following policy establishes reimbursement criteria for qualified educational expenses. Management and supervisory personnel employed by Connect Transit for at least one (1) year may be eligible to participate in the tuition reimbursement program. Connect Transit will reimburse the employee for tuition for certain courses the General Manager believes are job-related. Eligible courses must be directly and substantially related to improving productivity, job knowledge in his/her current job, or prepares an employee for a job that, in the opinion of the General Manager, the employee can reasonably aspire to. The amount an employee receives per calendar year will be subject to General Manager and Board approval and based on budgetary constraints.

To receive tuition reimbursement, an employee must apply and be approved by the General Manager before the course begins. The process to request tuition assistance follows:

- 1. The employee should complete a Tuition Assistance Form.
- 2. If the General Manager approves the request, the form is forwarded to the Director of Human Resources.
- 3. Once approval has been obtained, the employee should enroll in the class. The employee will pay the initial course fees.
- 4. Upon completion of the course, the employee should remit the tuition bill and the final grade report to the Human Resources Director.
- 5. Within thirty (30) days, the employee will receive a reimbursement for the course. Please note-the employee must receive a passing grade in order to be reimbursed. A passing grade is defined as a letter grade of "B" or higher.
- 6. The employee must repay any reimbursed tuition assistance if the employee resigns within twelve (12) months of the receipt of the tuition assistance.

If an employee resigns or is terminated before completing the course, the employee will not be reimbursed for tuition expenses.

TIME OFF

VACATION

ENTITLEMENT AND ACCRUAL RATE: From the first day of employment, all full-time employees shall accrue vacation leave with pay, according to the following schedule. Application for vacation leave shall be in accordance with Connect Transit policy.

The following table shows the annual accrual of vacation days for eligible employees:

Years of Service	Vacation Days
Date of Hire to 1 Year	5 Days
2-4 Years	10 Days
5-9 Years	15 Days
10-16 Years	20 Days
17-29 Years	25 Days
30+	30 Days

All vacation will be prorated based on an individuals' hire date. Vacation time is not considered time worked when calculating overtime.

Vacation time is granted January 1st annually for all non-represented, vacation eligible employees. Part-time employees do not accrue vacation leave credit.

No employee shall accumulate more than one and one-half times (1.5 times) the annual accumulation rate. Employees will resume accruing vacation time when levels drop below the maximum accumulation. Only for the purpose of determining when accrual ceases, the maximum annual accumulation for full-time employees shall be based on an eighty (80) hour biweekly work schedule. The only exception shall be in the instance of an employee who has already been granted scheduled vacation time off, adequate to avoid forfeiting any accruals, and the Department Head or a circumstance beyond the employee's control prevents the taking of the scheduled vacation.

In such cases, it shall be the Department Head's responsibility to document the circumstances in writing to the Human Resources Director and consult with the employee to reschedule the vacation.

SCHEDULING OF VACATION TIME: Since vacation leave is perceived to be a benefit for both the employee and Connect Transit, employees should be encouraged to use such leave. The Department Head will support this policy by preparing a schedule of appropriate times for taking of such leave and indicating, where known, the dates during which the department work load precludes employee scheduled absences. Vacation time may be used in four hour increments. All hourly employees must complete a vacation time off request form and have it approved by their immediate supervisor prior to utilizing vacation time.

PAYMENT UPON TERMINATION: An employee who is terminated/resigns is entitled to full payment for any unused vacation accrual.

NO ACCRUAL DURING UNPAID LEAVES OF ABSENCE: Vacation time shall not accrue during any approved unpaid leave of absence, except for military leave, FMLA leave, medical leave of absence resulting from illness or compensated injury.

PERSONAL LEAVE

Personal leave is granted by Connect Transit and is designed to be a flexible form of paid leave. It may be used for any reason that an employee sees necessary. Unless the reason for personal leave is an emergency situation, precluding the making of prior arrangements, the leave is to be scheduled with the consent of the employee's supervisor far enough in advance to keep personal leave days geared both to operation needs of Connect Transit and the convenience of the employee.

Personal time leave is granted for discretionary purposes to every full-time, non-represented Connect Transit employee in the amount of six (6) days at the beginning of the calendar year. Employees hired after the beginning of the fiscal year shall be granted the pro-rata amount of personal time for that year, based on date of hire. All uses of personal leave shall be charged in one (1) hour increments.

Personal time is granted January 1st annually for all non-represented employees

It is not permissible to carry over unused personal leave from one (1) calendar year to another.

An employee may be paid for up to six (6) days of unused personal leave at the end of the calendar year, if workload prohibits the usage of personal days.

HOLIDAYS:

Connect Transit observes six (6) company paid holidays per year. Paid holidays are as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

NON-WORKING HOLIDAY: When a holiday falls on a non-working day, the nearest adjacent workday shall be granted as the holiday.

HOLIDAY REGULATIONS: For the purpose of administration, the following regulations shall be observed:

- A) To qualify for holiday pay, an employee shall work at least six (6) hours on the scheduled day prior to and the scheduled day following the holiday. Part-time employees shall work their work assignment the scheduled day prior to and the scheduled day following the holiday to qualify for holiday pay. Employees on a current non paid status are not eligible for holiday pay.
- B) Part-time regular employees shall be compensated for four (4) hour for holidays according to their normally scheduled workday. The holiday must fall on a day normally scheduled as a workday for part-time employees to be eligible for compensation.

SICK LEAVE

ENTITLEMENT: It is the policy of Connect Transit to provide protection for its fulltime employees against loss of income because of illness. All eligible employees are encouraged to save as much sick leave as possible to meet serious illness situations. It is a self-insurance program provided by Connect Transit and earned by the employee.

SICK LEAVE BENEFIT: All regular full-time, non-union Connect Transit employees receive (12) days sick leave credit on January 1st of the calendar year. A pro-rata amount will be granted to all newly hired employees based on their individual date of hire. At the end of the calendar year, an employee may carry over any unused sick days from the prior year. Sick leave may be accumulated to the maximum of (45) days. When an employee is eligible to begin receiving payments from Connect Transit's Section 457 Deferred Compensation plan without any penalty and the employee files official notice of intent to retire and/or resign in good standing from Connect Transit, the employee may elect to have their accumulated sick leave balance paid to the Section 457 Deferred Compensation plan. Employees must meet all requirements set forth within Connect Transit's retirement policy.

TAKING UNEARNED SICK LEAVE NOT PERMITTED: No employee will be permitted to take leave not yet earned. Sick leave shall be paid at full pay at the employee's current rate of compensation.

PURPOSE OF SUCH LEAVE: Employees may utilize sick leave when they are too ill to report to work, in the event of injury, or for routine medical and dental appointments. Employees may also use sick leave to care for other ill persons within the employee's immediate family. The immediate family shall be defined as an employee's spouse and children within the home. All foreseeable leave for such purposes shall require specific prior approval of the Department Head. In the event of sick leave usage for any purpose, the Department Head may require certification of a medical doctor confirming validity of the illness/injury.

NOTIFICATION: An employee must contact their direct supervisor at least one hour prior to their scheduled start time to request the use of sick leave. During authorized sick leave, an employee must notify the Department Head periodically so that the Department Head may plan on the return. This may be waived in the event of confinement or illness for a specific period of time as indicated in a physician's statement. The standard procedure for use of sick leave benefits is as follows:

- A) An employee on sick leave shall inform the Department Head or designated supervisor of the facts and the reason for the absence as soon as possible. Failure to do so on the first (lst) day of illness may be cause for denial of the sick leave pay for the period of absence.
- B) Absence for part of a day that is chargeable to sick leave shall be charged proportionately in an amount not less than one (1) hours per day.
- C) An employee returning to work after an extended illness of longer than three (3) consecutive days may be required to provide a physician's statement substantiating that the employee may return to work.

Failure to apply for a leave of absence for extended illness upon expiration of all such benefits will result in automatic termination.

D) Notice of an employee's desire to return to work after an illness of one week or more must be given to the Department Head no later than 5:00 p.m., Monday through Friday, on the workday prior to the date for return to work. The employer may request a physician's note to verify propriety of returning to work and noting any restrictions which the employer will consider and accommodate when appropriate.

AUTHORITY TO SEND HOME: The General Manager and/or the Department Head may direct an employee who appears ill to leave work. In such instances, this time off shall be charged to available sick leave.

EXCLUDED FROM OVERTIME BASE: Sick pay for hours not worked will be excluded when computing overtime for the workweek in which it was taken.

RATE OF PAY FOR SICK TIME: An employee shall be paid sick leave equivalent to their normally scheduled straight time pay.

RESULTS OF IMPROPER USE OR REPORTING: An employee who uses sick leave for purposes other than those authorized by this policy or who otherwise use sick leave in a manner inconsistent with this policy or a Department Head who falsely certified sick leave allowance for absence from work may be subject to disciplinary action, up to and including immediate dismissal.

EFFECT OF WORKER'S COMPENSATION PAYMENTS: Employees who are injured on the job and have lost time from the job because of their injury may not receive sick leave payments once Worker's Compensation Insurance payments begin.

BALANCE NOT PAID UPON TERMINATION: Upon termination from Connect Transit service, accumulated but unused sick leave benefits will not be paid, except in the case of an employee who is eligible to receive benefits without penalty under Connect Transit's Section 457 Deferred Compensation plan and who files notice of intent to retire from Connect Transit.

FAMILY AND MEDICAL LEAVE: Connect Transit will provide all eligible employees with up to twelve (12) work weeks of family and/or medical leave during any twelve (12) month period, whether paid or unpaid, as required by the federal Family and Medical Leave Act of 1993, as amended. FMLA leave is unpaid leave, however all employees shall be required to utilize all applicable paid leave concurrent with unpaid leave. Use of paid leave shall not serve to extend FMLA leave time.

A) Employees eligible - To be eligible for leave, an employee must qualify by working for Connect Transit for a total of twelve (12) months and have worked at least 1,250 hours over the previous twelve (12) months.

While the twelve (12) months of employment need not be consecutive, employment periods prior to a break in service of seven years or more need to be counted unless the break is occasioned by the employee's fulfillment of his/her National Guard/Reserve military obligation, as protected under the Uniformed Services Employment and Reemployment Rights Act (the "USERRA") or there is a written agreement, including a Collective Bargaining Agreement, concerning Connect Transit's intention to rehire the employee after the break in service.

B) Usage - The following situations are allowable under the Family and Medical Leave Policy:

- 1. Care of an employee's child, including birth or placement for adoption or foster care.
- 2. Care of a child, spouse, or parent with a serious health condition.
- 3. A serious health condition which makes the employee unable to perform the employee's job.
- 4. For qualifying exigencies that may arise out of the fact that the employee's spouse, child, or parent is on active duty or has been notified of an impending call or order to active duty status in support of a contingency operation as a member of the National Guard/Reserve or in the Armed Forces.
- 5. To care for a service member, who is the employee's spouse, parent or child or an individual for whom the employee is the nearest blood relative, with a serious injury and/or illness incurred during active duty in the Armed Forces, including the National Guard/Reserve or arising as a veteran, for a period of time up to a total of 26 work weeks of unpaid leave during a twelve (12) month period.
- C) Serious Health Condition definition generally involves:
- 1. In-patient care at a hospital, hospice or nursing home;
- 2. Incapacity for more than three consecutive, full calendar days, two treatments by a healthcare provider within 30 days of incapacity, first treatment must occur within seven days of the incapacity and the treatment must involve in-person visit;
- 3. Treatment by a healthcare provider on one occasion which results in a regimen of continuing treatment.
- D) Notice The employee should give at least 30 days advance notice of the need to take FMLA when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practical, usually the same day the employee learns of the need for leave, and comply with Connect Transit's normal call-in procedures. When an employee seeks leave for an FMLA qualifying reason for the first time, Connect Transit will designate the leave as covered by this policy, whether or not the employee has expressly requested FMLA leave. When an employee seeks leave, however, due to an FMLA qualifying reason for which Connect Transit has previously provided the employee FMLA protected leave, the employee must specifically reference wither the qualifying reason or the need for leave.

In all instances, employee must answer questions and provide sufficient information to allow Connect Transit to determine whether an absence is for an FMLA qualifying reason. Failure to provide appropriate notice or information to determine FMLA coverage may result in a delay or denial of FMLA coverage.

- E) Length of Leave The twelve (12) months period for determining an employee's leave allotment is a rolling twelve (12) month period measured backward from the date leave commences. An employee may take twelve (12) work weeks of unpaid leave per each twelve (12) month period, inclusive of any paid leave for the same purpose. In the case of a birth or adoption, the leave option expires one (1) year after the event.
- F) Leave for a serious health condition may be taken intermittently (in separate blocks of time due to a single covered health condition) or on a reduced leave schedule (reducing the usual number of hours an employee works per work week or work day if medically necessary. If leave is unpaid, Connect Transit will reduce the employee's salary to reflect the time not worked. Where intermittent or reduced schedule leave is medically necessary due to foreseeable, planned medical treatment, Connect Transit may temporarily transfer an employee to an alternative position with equivalent pay and benefits that better accommodates the schedule. An employee may take leave intermittently or on a reduced schedule for a qualifying exigency.
- G) Connect Transit will require certification for the employee or family member's serious health condition. The employee must provide requested certification within 15 days of the request. Failure to provide certification may result in a delay or denial of leave. Connect Transit will require recertification for leave due to an employee's serious health condition following the minimum duration of condition as stated in the certification form or more frequently as permitted by law. In all instances, Connect Transit requires recertification every six month and requires an annual certification of leave. Connect Transit may also require certification of leave due to a qualifying exigency or to care for a service member.
- H) Spouses employed by Connect Transit are limited to a maximum of 12 work weeks (or 26 work weeks if leave to care for a covered service member) collectively of leave to care for a parent with a "serious health condition" or for the birth, adoption or placement of a child in foster care. Leave for birth and care or placement for a birth and care, or placement for adoption or foster care, must conclude within 12 months of the birth or placement.
- I) Health Coverage During the term of leave, Connect Transit will continue to pay the employer's share of an employee's health coverage. If the employee fails to return to work, unless such failure is due to continuation of a medical condition or circumstances beyond the employee's control, the employee must repay Connect Transit the full cost of health coverage paid during the leave period. Payment of the employee portion of the premiums may be made with the Finance Director by the first of each month.
- J) Return from Leave If an employee wishes to return to work at the expiration of leave; the employee is entitled to return to the employee's same position or to an equivalent position with equal pay, benefits and other terms and conditions of employment. However, an employee has no greater right to reinstatement or other benefits and conditions of employment than if he had not taken leave. An employee must return to work immediately after the expiration of the approved FMLA leave in order to be reinstated to the same or equivalent position provided, however, that an employee requiring additional time off may request a reasonable accommodation pursuant to the ADA for additional unpaid leave to be considered on a case-by-case basis.

If an employee takes a leave due to the employee's own serious health condition, the employee will be required to provide a fitness for duty clearance from the health care provider addressing the employee's ability to resume work and perform the essential functions of the employee's job. This requirement will be included in the employer's designation of FMLA leave and the employee's failure to meet such obligations may lead to a delay or denial of reinstatement.

BEREAVEMENT LEAVE

Connect Transit provides bereavement leave to employees as follows:

Employees will be granted up to three (3) working days in conjunction with the time of death or date of the funeral for the employee's:

- Parent
- Spouse or Domestic Partner
- Child (including step children)
- Sibling (including step siblings)
- Current Spouse or Domestic Partner's Father or Mother or Sibling
- Sibling's current Spouse or Domestic Partner
- Niece/Nephew
- Grandchild/Grandparent including step relationships
- Aunt/Uncle

A working day shall be defined as a day which the employee is regularly scheduled to work. Pay will be calculated based upon the employee's actual scheduled hours missed due to Bereavement Leave and will be paid at the employee's base rate. Bereavement leave is not counted as hours worked for the purposes of computing overtime pay.

Should additional time off be desired, it must be approved by the employee's supervisor or General Manager and will be taken from the employee's vacation/personal time accrual.

Employees must notify their immediate supervisor of the need for a Bereavement Leave as soon as possible.

JURY DUTY AND COURT APPEARANCES

Upon notice to the Department Head, full-time or part-time employees shall be permitted authorized absence from duty for appearances in court because of jury service and obedience to subpoena or by direction of proper authority.

Said absence from duty will be with full pay for each day the employee serves on jury duty or testifies as a witness, including necessary travel time, in exchange for the employee's per diem compensation for court service. Generally, an employee will report to work when not required for jury service during regular work hours.

Said absence from duty will be without pay when an employee appears in private litigation to which Connect Transit is not a party. An employee may use accrued vacation and/or personal days.

Employees shall be required to provide written verification of their jury service, including dates of service and the date and time of their release from service.

MILITARY I FAVE

In order to encourage participation and support of the armed services reserve and Illinois National Guard forces, Connect Transit encourages its employees to participate in the exercise of this patriotic duty. This policy holds true for employees whether they join before or after employment with Connect Transit. Connect Transit will not discriminate in the hiring, dismissal, reemploying, promoting or offering benefits of employment because of past, current or future military service obligations.

ANNUAL TRAINING AND ACTIVE DUTY LEAVE/NOTICE: An employee who is a member of a reserve component of the armed services or the Illinois National Guard shall be granted annual training leave and leave for active duty. During such leaves for annual training, the employees shall continue to receive the employee's regular compensation. Connect Transit shall pay the difference between the government allowance and the employee's base salary for basic training and up to sixty (60) days of special or advanced training per year, and/or for the duration of any active duty resulting from a Presidential order. Military training leave shall be granted without the loss of general leave time.

When the employee receives notice that he/she is to report for military training/call-up duty, he/she is to immediately provide notification to his/her supervisor including likely length of time away from work.

COMPENSATION: An employee eligible to receive Connect Transit compensation to make up the difference between military base pay received and their regular straight time Connect Transit wage or salary shall submit copies of all military pay stubs or leave and earnings statements for any pay period for which compensation is requested within sixty (60) days of release from active duty.

If an employee chooses not to remit said military pay stubs or leave and earnings statements, no portion of Connect Transit wages will be paid to the employee. If twenty (20%) percent or more of Connect Transit employees are mobilized for active duty, compensation shall be limited to two (2) workweeks per year.

BENEFITS: Eligibility for Connect Transit health plans, ICMA-RC Section 457 Deferred Compensation Plan and seniority-based benefits will be governed by the requirements of applicable state and federal law, specifically the Uniformed Services Employment and Reemployment Rights Act of 1994 and the Local Government Employees Benefits Continuation Act (50 /LCS 140).

Payment of premiums when on active duty must be arranged through the accountant.

REEMPLOYMENT: To be reemployed in a manner consistent with USERRA and State Laws, the reservists must be reemployed promptly as follows:

- A) The employee generally will be reemployed in the position that he/she held at the time of deployment.
- B) If the employee becomes disabled because of his/her military service and after reasonable effort by the employer, he/she cannot be accommodated in the escalator position, the employee will be reemployed in a position of equivalent seniority, status and pay to the position that he/she is qualified to perform. If he/she cannot become qualified with reasonable effort, then he/she will be reemployed in a position that most nearly approximates the position in terms of seniority, status and pay.
- C) The employee returning from military service, regardless of the length of service, has up to 90 days to apply for reemployment following his/her honorable discharge.
- D) An employee who has been reemployed following military service will not be terminated except for cause for a period of one year from the date of reemployment.

EXTENDED LEAVES OF ABSENCE:

- A) Vacation leave and compensatory time off accumulated may be used for personal obligations requiring leaves of absence for longer duration than the personal leave, subject to the approval of the Department Head.
- B) The employee must request leave without pay from the Department Head in writing for leave in excess of available or accumulated paid time off before said leave is taken.
- C) Leave under this section or extension thereof must be approved by the Department Head.
- D) An employee on an extended leave of absence, without pay, does not accrue vacation leave or sick leave credit for the period of the unpaid leave of absence. Such employees may continue medical, dental and insurance coverage, but only where the employee pays the total cost of such participation while on unpaid leave of absence.

VICTIM'S ECONOMIC SECURITY AND SAFETY ACT, P.A. 93-0591 (VESSA)

In order to ensure the economic security and safety of Connect Transit employees, an eligible employee will be granted unpaid leave for situations when the employee has been subjected to domestic or sexual violence, or in order to help a family or household member who is a victim of domestic or sexual violence. In addition, victims of domestic or sexual violence will be eligible for unemployment insurance and protection from employment and insurance discrimination.

Eligibility for such protections is dependent upon the employee's ability to perform the essential functions of their position while a victim of domestic or sexual violence. Any requested accommodation must not pose an undue hardship on Connect Transit's operations. Eligible employees will be granted job-protected unpaid leave to conduct the following activities during work hours on their own behalf or that of a family/household member who are victims of domestic/sexual violence:

A) To seek medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence;

- B) To obtain services from a victim's services organization;
- C) To obtain psychological or other counseling;
- D) To participate in safety planning, to temporarily or permanently relocate, or to take other actions to increase the safety of the employee from future domestic or sexual violence or to ensure economic security;
- E) To seek legal assistance or remedies to ensure the health and safety of the employee, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic or sexual violence.

Employees are entitled to twelve (12) workweeks of such leave during any twelve (12) month period and are entitled to take leave with at least forty-eight (48) hours' notice (where practicable). VESSA works in tandem with the available 12 workweeks for FMLA if the employee qualifies, i.e., there is a total of 12 weeks in 12 months available for an employee for either/or VESSA or FMLA. Sick, vacation or personal leave may be substituted for the unpaid leave provided under this Act.

The Director of Human Resources shall require certification from the employee that such leave is for a qualifying reason. Certification consists of:

- A) A sworn statement of the employee, and
- B) One of the following items:
- 1. Documentation from an employee, agent or volunteer of a victim's services organization, an attorney, a member of the clergy, or other professional from whom the employee or the employee's family or household member has sought assistance in addressing domestic or sexual violence and the effects of the violence;
- 2. A police or court record; or
- 3. Other corroborating evidence.

An employee who takes such leave is entitled to be restored to the same or an equivalent position with equivalent benefits, pay and other terms and conditions of employment. The employee shall retain all benefits accrued prior to the date leave commences but the employee is not entitled to accrue seniority or additional employment benefits during periods of unpaid leave. The employee is also entitled to continued health insurance, dental and life insurance during any period of leave on the same terms and conditions as if the employee remained continuously employed.

If an employee fails to return from leave, Connect Transit can recover the premium the employer paid for health insurance, provided the reasons the employee has not returned do not include the continuation, recurrence, or onset of domestic or sexual violence or other circumstances beyond the employee's control.

Connect Transit may also require certification of such reasons.

According to VESSA, it is unlawful to interfere with an employee's exercise of rights under the Act or to discriminate in employment against an individual because the individual:

- A) Is, or is perceived to be, a victim of domestic or sexual violence; or,
- B) Has attended, participated in, prepared for, or requested leave to attend, participate in, or prepare for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the individual or a family or household member was a victim; or,
- C) Requested an adjustment to a job, structure, workplace facility, or work requirement, including a transfer, reassignment, or modified schedule, leave, a changed telephone number or seating assignment, installation of a lock, or implementation of a safety procedure in response to actual or threatened domestic or sexual violence; or,
- D) The workplace is disrupted or threatened by the action of a person whom the individual states has committed or threatened to commit domestic or sexual violence against the individual or the individual's family or household member.

COMPENSATION

ANNUAL SALARY ADJUSTMENTS: Upon approval of the Board, employees who are not covered by a Collective Bargaining Agreement may be eligible for a salary adjustment as authorized by the General Manager.

Merit Increases-Connect Transit believes that performance measurements and achievement provide the best methodology for determining pay progression. This allows an employee's rate of pay to be determined by the employee's own performance and value to the organization.

It provides Connect Transit with an incentive tool to achieve departmental and organizational goals and encourages all employees to reach their maximum potential. Such increases recognize individuals whose performance is superior, as well as those who need to improve.

MERIT INCREASES

Eligibility- Employees are generally eligible for merit increase consideration on March 1st. Each employee eligible for a merit increase shall be evaluated in accordance with this compensation plan and the requirements of the evaluation instrument and instructions under departmental procedures so that said evaluation is completed and discussed with the employee prior to the actual Merit Anniversary Date of March 1st.

In the case of part-time employees, the actual Merit Anniversary Date shall not be considered to have occurred unless the employee has at least nine hundred (900) hours of actual work hours (including benefit time) since the last merit increase or four hundred and fifty (450) hours when the first merit increase is six (6) months from the date of hire. The merit increase shall be effective on the March 1st.

Evaluation Period- All newly hired employees shall serve a six (6) month evaluation period which may be extended by the Department Head if additional time is necessary in order to properly evaluate the employee's prospect of success in the position. All such extensions must be reported to the Human Resources Director.

All merit increases require that a performance evaluation form be submitted to the Human Resources Director along with the merit increase request, i.e. a completed Payroll Change Form. Whether or not the employee receives a merit increase, the evaluation form shall be sent to the Human Resources Director no later than February 15th.

OVERTIME PAYMENTS

The Federal Fair Labor Standards Act (FLSA), as well as State law, requires that all employees who are not exempt from overtime payment be compensated at the rate of one and one-half (1-1/2) times their regular hourly rate for all hours actually worked beyond forty (40) hours in a work week.

CONTINUOUS/NON-CONTINUOUS: In conformance with the FLSA, the following policy for providing overtime payment as wages is utilized for those employees who are eligible for overtime:

A) Employees in non-continuous operations are those employees in position classifications with schedules which do not generally require overtime work and which do not require a replacement when they are absent. These employees shall receive one and one-half (1-1/2) times their regular hourly rate for all hours worked over forty (40) in a workweek.

REQUIREMENTS FOR OVERTIME: All overtime must be authorized by the Department Head in advance of being worked. Department Heads will make every effort to assign foreseeable overtime as equitably and evenly as possible. Typically any time spent performing job duties, travel between job sites during work hours, attendance at required training programs/meetings or responding to a work-related subpoena is productive time and counts toward overtime calculations. Paid time off, sick, funeral or jury duties are non-productive and are excluded from overtime calculations.

HOURS OF WORK:

A) Full-time employees are regularly scheduled to work forty (40) hours per week (2,080 hours per year).

B) Connect Transit office regularly visited by the general public shall customarily be open from 8:00 a.m. to 5:00 p.m., Monday through Friday, subject to operational considerations and statutory authority.

C) All hourly employees must adhere to an 8:00 am to 5:00 pm work schedule. Deviations in work schedules without the use of vacation, personal or sick time will be addressed via the Connect Transit disciplinary policy.

REST AND MEAL PERIODS AS HOURS OF WORK: Department Heads have the authority to grant meal periods from one-half (1/2) hour to one (1) hour in a normal work day. Employees who are granted from one-half (1/2) hour to one (1) hour meal periods are not paid for them and they may or may not leave their work facility or duty area, depending upon job function and where sufficient accommodations are provided. Such time is to be considered the employee's time and they should not perform work tasks during their meal period.

- A) Meal periods for employees scheduled for six hours or longer on a single shift must complete their meal period by the beginning of the sixth hour of work.
- B) Department Heads have the authority to grant rest periods to their employees. Such periods of rest, in general, should not exceed fifteen (15) minutes and the employee may not leave the work facility during such periods of rest and can be called back to work at any time. Typically the rest periods are one in the early part of the shift and one in the latter part of the shift. Either/both can be cancelled at any time based on business needs. The rest period(s) may not be combined with the meal period under any circumstances.

GENERAL PAYROLL INFORMATION - PAYROLL PERIODS: Pay periods shall be bi-weekly. Paychecks will be issued within seven (7) calendar days of the close of the reporting period.

VOLUNTARY PAYROLL DEDUCTIONS: Other payroll deductions may be offered by the Board to employees if there are sufficient numbers of employees that wish the same type of deduction (i.e. United Way). Such requests shall be reviewed by the Director of Finance and the accountant and their recommendation presented to the Board for approval.

ON THE JOB

DISCIPLINE PROCEDURE:

DEFINITIONS:

Coaching—Primary method to improve work performance and develop employees for potential advancement within the organization. Goal is to clarify needs, expectations and roles and offer additional assistance to employees so they can be successful in the work environment. It may also include a review of the employee's job description.

Oral Reprimand/Warning—Formal discussion in which the employee is verbally advised regarding some act(s) of improper conduct, performance deficiencies or violation of a regulation, rule, etc. The documentation is noted in the supervisor's file on that employee as well as the employee's personnel file.

Written Warning—Formal written statement completed by the employee's supervisor or his/her designee containing a complete description of an offense or performance deficiency. Where appropriate, the report should also contain written objectives for performance improvement including a timetable for attaining these objectives.

Disciplinary Suspension—For (potentially) serious infractions of policies, procedures, values, mission and/or vision of CONNECT TRANSIT, an unpaid suspension may be invoked by CONNECT TRANSIT General Manager/designee to gain the employee's acknowledgement of needed behavioral/performance changes required immediately and consistently. An employee may be placed on an interim paid or unpaid suspension while the investigation is carried out, which shall not be considered disciplinary action.

Discharge—Taken after previous discipline and expected improvement has not resulted and/or an employee commits an offense that impacts their continued employment cannot be tolerated regardless of previous work history. Discharge results in complete separation from further employment.

Demotion—at any point in the disciplinary process, a demotion may be imposed on the employee if their work history, attitude, skills, and/or actions warrant it and if appropriate coaching has been offered/provided to the employee. A demotion could include a temporary or permanent reduction in hours, level of duties assigned, pay, and/or category of employment.

Connect Transit generally follows a progressive discipline policy. The supervisor, the Department Head and/or the General Manager have the discretion to select the appropriate level of correction for unacceptable employee behavior based on the issues being considered for discipline. Progressive discipline may include coaching and seeking outside assistance. In instances where verbal discipline is not effective or appropriate, an employee may receive written notification of reprimand, suspension, demotion, and/or ultimately dismissal. Depending on the conduct, discipline may be imposed at any level.

Typical steps in Progressive Discipline may include one or more of the following:

- A) Coaching including seeking outside assistance,
- B) Oral reprimand or warning,
- C) Written reprimand or warning,
- D) Disciplinary suspension—with or without pay,
- E) Final Action- Demotion or discharge.

A formal Employee Performance Improvement Plan may be suggested/or mandated depending on the issues/behaviors surrounding the (potential) disciplinary action. The Department Head will coordinate with Human Resources to implement a Performance Improvement Plan.

Documentation concerning written disciplinary actions shall be placed in the employee's personnel files. Employees shall also be required to acknowledge receipt of any written reprimand or warnings by signing the Disciplinary Action Form.

Signing the Disciplinary Action Form is not, however, considered an acceptance of or agreement to the action taken, only receipt of said discipline.

GENERAL RULES OF CONDUCT

It is the purpose of this policy to provide a framework for the proper conduct of Connect Transit employees while on the job. It is further intended that discipline, where justified, be meted out in an equitable manner. Finally, it is intended that within very broad and general guidelines, the Department Head and authorized supervisors are responsible for the implementation of this policy within their specific jurisdictional work areas.

A) Supervisors should be certain that new employees are aware of existing work rules. This should be done during the employee's initial orientation and should be repeated at the end of the evaluation period. In addition, supervisors will discuss departmental rules with new employees and periodically with all employees as the need arises.

B) To ensure orderly operations and provide the best possible work environment, Connect Transit expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization. All active employees are covered under this policy. It is not possible to list all forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment. The list is not intended to be exhaustive.

- Theft, loss, misappropriation, destruction/damage or inappropriate removal or possession of Connect Transit funds, equipment or property
- Violation of the attendance policy or unauthorized absences; including repeated tardiness and leaving duty prior to fulfilling shift obligations
- Fighting or threating violence while on duty or in the workplace
- Sexual or other unlawful or unwelcome harassment
- Failure to request leave in an authorized manner or abusing an approved leave
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Unauthorized use of telephones, mail system, internet or other employer-owned equipment
- Unauthorized disclosure of confidential information
- Failure to complete work duties as assigned including proper bus operation, dispatch and service procedures and protocols; including unauthorized exchange of work assignments
- Insubordination, including refusal or failure to follow a supervisor's work orders

- Discourtesy or disrespect to a member of the public, a coworker or a Connect Transit supervisor or manager
- Falsifying or altering any Connect Transit record or report
- Violation of the dress code policy
- Willful misrepresentation or concealment of any fact requested during the hiring or investigatory process
- Violation of Connect Transit Smoking Policy
- Violation of any Safety procedure or policy, including Drug Free Workplace and Substance Abuse Policy
- Disruptive behavior which causes negativity in the workplace, interruption in operations, or effects workplace morale
- Gambling while on duty or on Connect Transit property
- Conduct tending to bring disrepute on Connect Transit, its board, or management personnel
- Improper use of equipment; including but not limited to, computers, cell phones and the internet
- Solicitation of passengers of the public for any purpose while on duty, in uniform or any other situation where is may be construed that the employee is representing Connect Transit
- Upon conviction of a felony impairing employment; or suspension or revocation of your driver's license or receiving a traffic violations while operating a Connect Transit owned vehicle
- Holding other employment or engaging in activities that interfere with or adversely affect the performance of your job duties
- Sleeping while on duty
- Violation of any Connect Transit policy or procedure not listed

C) While this listing is not comprehensive, it is sufficient to demonstrate the types of behavior that may indicate an improper attitude toward the job.

PERSONAL APPEARANCE

Employees are expected to be suitably attired and groomed during working hours or when representing the company. Employees should appear neat and professional at all times with clothing appropriate for any unscheduled meeting with vendors or other professionals. Business casual clothing is acceptable for our work environment.

Listed below is a general overview of acceptable business casual attire as well as a listing of some of the more common items that are not appropriate for our work environment. Neither listing is intended to be all inclusive. Rather, these items should help set the general parameters for proper business casual attire wear and allow you to make intelligent judgments about items that are not specifically addressed.

Acceptable- Polo shirts, golf shirts, sweaters, knit tops and casual pants or slacks

Unacceptable- Shorts, t-shirts, athletic shoes, sweat pants, sweat shirts, tops with spaghetti straps, tank tops, and flip flops

Denim is acceptable attire only on Casual Fridays.

Perfume, cologne, and aftershave lotion should be used in moderation, as some individuals may be sensitive to strong fragrances.

Any clothing, jewelry, or tattoo that conveys a negative statement toward a race, gender, sexual orientation, age, religion, disability, or is otherwise considered harassing or offensive is forbidden.

Your supervisor is responsible for adherence to this policy. If your supervisor feels your personal appearance is inappropriate, you may be asked to leave the workplace and return properly dressed or groomed. Under such circumstance, you will not be compensated for the time away from work.

Disregarding or failing to comply with this standard of dress code could lead to disciplinary action, up to and including termination of employment. Consult your supervisor or Human Resources if you have questions as to what constitutes appropriate appearance.

WORKPLACE VIOLENCE POLICY

Connect Transit values its employees and citizens and the Board affirms its commitment to providing workplaces and facilities that minimize the potential for violence. It is the intent of this policy to ensure that everyone associated with Connect Transit, including employees and the public, never feels threatened by any forms of violence. Connect Transit has a zero tolerance policy for violence, whether by or toward employees.

"Violence" shall include physically harming another, shoving, pushing, harassing, intimidating, coercing, brandishing weapons, and threatening or talking or engaging in those activities. It shall also include acts, threats, intentions of harm, destruction, towards self, others or property, and may be psychological as well as physical, and the perception thereof.

Connect Transit strictly prohibits weapons of any type in its facility or on any Connect Transit property and at any Connect Transit sponsored event. This includes visible and concealed weapons, even those for which the owner has obtained the necessary permits. While this list is not all-inclusive, "weapons" include firearms, knives, any explosive materials and any other object that could be used to harass, intimidate or injure another individual.

A) Disciplinary Action:

The investigation regarding alleged/actual workplace violence will begin immediately following Connect Transit leadership knowledge. If it is determined that an employee is engaging in any form of violence in the workplace or threatening violence in the workplace, the employee shall be terminated immediately. No talk of or joking about violence will be tolerated. In cases of acts or threats of violence by employees, Connect Transit endorses immediate and definitive use of the disciplinary process outlined in this document, resulting in termination of said employees. Criminal prosecution will be pursued as appropriate, as well.

- B) Responsibility:
- 1) The General Manager has overall responsibility for maintaining this policy, administering workplace violence prevention measures, and coordinating post-incident activities. The General Manager will also identify resources that may be used in developing training plans and workplace violence measures.
- 2) Managers and supervisors shall make safety one of their highest concerns. Employees should tell any Connect Transit leader about the real/perceived workplace violence immediately.
- 3) Employees shall report all acts and/or threats of violence (real or perceived) to their supervisors or Department Head. Employees should learn to recognize and respond to behaviors by potential perpetrators that may indicate a risk of violence.

When made aware of a real or perceived threat of violence, management shall conduct a thorough investigation, provide support for employees, and take specific actions to help prevent all acts of violence. Management is also responsible for documenting and reporting such incidences to Human Resources.

Drug and Alcohol Testing

Drug Testing

- CONNECT TRANSIT will require testing for prohibited drugs in accordance with 49 CFR Part 655.21, which includes; Marijuana, Cocaine, Opiates, Amphetamines, and Phencyclidine. All urine specimens shall be split-sample and shall be taken promptly with as little delay as possible. The "primary" sample shall be at least 30ml or urine; the "split" sample shall be at least 15ml of urine. Immediately after the specimen is collected, and in the presence of the employee, the specimen shall be divided into two separate containers, labeled, and sealed. The employee is obligated to identify each specimen and initial the specimen containers. The container containing the "primary" sample shall be sent to a Department of Health and Human Services (DHSS) certified testing laboratory on that day or the next normal business day by courier or the fastest practical method available. The "split" sample shall be preserved.
- The employee shall be given an opportunity to have the "split" sample tested at a DHHS certified laboratory of their own choosing and at their own expense within 72 hours of being informed of a positive result by the Medical Review Officer (MRO). An employee shall be reimbursed for the cost of the "split" sample test is the "split" sample test results in a negative finding.
 - Additionally, if the "split" sample test results in a negative finding, the employee will be reimbursed for compensation lost as a result of the "primary" sample positive test.
- The failure of an employee to provide specimens of sufficient quantity, even after a 3 hour second opportunity following drinking up to 40 ounces of water, distributed reasonably through a period, will cause the employee to be referred for a medical evaluation to develop pertinent information as to whether the employee's inability to provide a specimen is genuine or constitutes a refusal to test.

This medical evaluation shall be sent to the MRO, who will submit a conclusion in writing to the CONNECT TRANSIT designated Drug and Alcohol Program Manager. While this process is being accomplished the employee shall not be allowed to perform a safety-sensitive function and the employee will be placed on leave without pay. If the MRO concludes that there is a medically valid reason for the employee's inability to produce a specimen, the employee will be reimbursed for lost pay.

If the MRO concludes that there is not a medically valid reason for the employee's inability to produce a specimen, the employee's failure will be considered a refusal to test.

 An employee who has a verified positive drug test shall immediately be removed from performing a safety-sensitive function and will be subject to immediate termination of employment. The employee will then be referred to a Substance Abuse Professional (SAP) for evaluation.

Refusal to Take a DOT Drug Test

As an employee, you are considered to have refused to take a drug test if you:

- Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer.
- Fail to remain at the testing site until the testing is complete; Provided that an employee who leaves the testing site before the process commences for a pre-employment test is not deemed to have refused to test.
- Fail to provide a urine specimen for any drug test required by Part 40.191 or DOT agency regulations; Provided that an employee who does not provide a urine specimen because they have left the testing site before the testing process commences for a preemployment test is not deemed to have refused.
- Fail to permit the observation or monitoring of your provision of a specimen, if so required.
- Fail to provide a sufficient amount of urine when directed, and it has been determined through a medical evaluation, that there was no adequate medical explanation for the failure.
- Fail or decline to take an additional drug test that the employer or collector has directed you to take.
- Fail to undergo a medical examination or evaluation as directed by the MRO as part of the
 verification process or as directed by the Designated Employee Representative (DER). In
 the case of a pre-employment drug test, the employee is deemed to have refused to test
 on this basis only if the pre-employment test is conducted following a contingent offer of
 employment.

- Fail to cooperate with any part of the testing process. For example: refuse to empty pockets when directed by the collector, behaving in a confrontational way that disrupts the collection process, fail to wash hands after being instructed to do so by the collector.
- Fail to follow the observer's instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around in order to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process. (Direct Observation Tests Only)
- Possess or wear a prosthetic device that could be used to interfere with the collection process.
- Admit to the collector or the MRO that you adulterated or substituted the specimen.

Alcohol Testing

- CONNECT TRANSIT will require alcohol testing in accordance with Federal Transit Administration (FTA) requirements set forth in Part 40. Two breath tests are required to determine if a person has a prohibited alcohol concentration. A "screen" test shall be conducted first. Any result less than .02% alcohol concentration is considered a negative test. If the alcohol concentration is .02% or greater, a second "confirmation" test must be conducted. This test shall be by means of an Evidential Breath Testing (EBT) device that prints out the results, date, time, a sequential test number, and the name and serial number of the EBT. The alcohol test must be conducted by a Breath Alcohol Technician (BAT) who is trained to operate the EBT and is proficient in all breath alcohol testing procedures.
- Employees shall only be tested for alcohol while performing a safety-sensitive function, just before performing a safety-sensitive function, or just after performing a safety-sensitive function. Any test with a result of .02% or greater but less than .04% shall cause the employee to immediately be placed on leave without pay for at least 25 hours. Employees with a test result of .02% or greater shall be subject to disciplinary action up to and including termination of employment. Employees with a test result of .04% or greater shall immediately be removed from their safety-sensitive function and will be referred to a SAP for evaluation.
- Failure of the employee to provide an adequate amount of breath during a breath alcohol test will cause the employee to be immediately referred for a medical evaluation to develop pertinent information concerning whether the employee's inability to provide the adequate amount of breath is genuine or constitutes a refusal to test.

 The physician shall submit a written medical evaluation to the MRO, who will submit a conclusion in writing to the CONNECT TRANSIT designated Drug and Alcohol Program Manager. While this process is being accomplished the employee will be place on leave without pay. IF the MRO concludes that there is a medically valid reason for the employee's inability to produce a specimen, the employee will be reimbursed for lost pay. If the MRO concludes that there is not a medically valid reason for the employee's failure to produce a specimen the employee's failure will be considered a refusal to test.

Refusal to Take a DOT Alcohol Test

As an employee, you are considered to have refused to take an alcohol test if you:

- Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by the employer, consistent with applicable DOT agency regulations, after being directed to do so by the employer.
- Fail to remain at the testing site until the testing process is complete; Provided that an employee who leaves the testing site before the process commences for a preemployment test is not deemed to have refused to test.
- Fail to provide an adequate amount of saliva or breath for any alcohol test required by this
 part or DOT agency regulations; Provided that an employee who does not provide an
 adequate amount of breath or saliva because they have left the testing site before the
 testing process commences for a pre-employment test is not deemed to have refused a
 test.
- Fail to provide a sufficient breath specimen and the physician has determined, through a required medical evaluation, that there was no adequate medical explanation for the failure.
- Fail to undergo a medical examination or evaluation as directed by the employer as part of the insufficient breath procedures outlined at 40.265(c).
- Fail to sign the certification at step 2 of the ATF (see 40.241(g) and 10.251(d)).
- Fail to cooperate with any part of the testing process.

As an employee, if you refuse to take an alcohol test, you incur the same consequences specified under DOT agency regulations for a violation of the DOT agency regulations.

As a BAT or STT, or as the physician evaluating a "shy lung" situation, when an employee refuses to test as provided in this section, you must terminate the portion of the testing process in which you are involved, document the refusal on the ATF or in a separate document which you cause to be attached to the form. You must immediately notify the DER by a means that ensures the refusal notification is immediately received. You must make this notification directly to the DER.

Compliance

For the purposes of implementing this policy and complying with FTA regulations, all safety-sensitive employees will be required to take and successfully pass urine drug testing and breath alcohol testing under the following circumstances. Refusal to submit to such screenings shall be considered a positive test. A positive test will result in disciplinary action up to and including termination of employment. The random drug testing will be continuous and reasonably spread throughout the year on all days and hours during which safety-sensitive functions are being performed.

- Pre-Employment Testing Applicants for safety-sensitive positions will be required to take
 a drug test, administered in accordance with these policy requirements and resulting in a
 verified negative before they can be hired for a safety-sensitive position. Employees who
 wish to transfer from other positions to a safety-sensitive position will be required to take
 a drug test, administered in accordance with these policy requirements and resulting in a
 verified negative before they can be transferred to a safety-sensitive position.
- Reasonable Suspicion Testing Employees employed in safety-sensitive positions will be subject to drug and alcohol testing if a CONNECT TRANSIT supervisor, who has been trained in the detection of prohibited drug and alcohol abuse, has reasonable suspicion to believe that the covered employee has used prohibited drugs and/or alcohol. Reasonable suspicion will be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.
- Post-Accident Testing Safety-sensitive employees will be required to submit to prohibited drug and alcohol testing subsequent to an accident involving CONNECT TRANSIT owned or leased vehicles in the following instances:
 - o Fatal Accidents As soon as practicable following an accident which involves the loss of human life, each surviving safety-sensitive employee that was operating a CONNECT TRANSIT vehicle involved in the accident will be tested.
 - o Non-Fatal Accidents and Property Damage Accidents As soon as practicable following an accident not involving the loss of human life, each operator of a CONNECT TRANSIT vehicle involved in the accident will be tested:
 - If an individual suffers bodily injury and immediately receives medical treatment away from the scene of the accident
 - In any occurrence in which the CONNECT TRANSIT vehicle involved or one
 or more vehicles involved incurs disabling damage as a result of the
 occurrence and such vehicles are transported away from the scene by a
 tow truck or other vehicle
 - In any occurrence in which the mass transit vehicle involved is a rail car, trolley car, trolley bus, or vessel and the mass transit vehicle is removed from operation.
 - o Following an accident which requires employee post-accident testing, employees to be tested must have an alcohol test administered within two (2) hours following the accident. If an alcohol test is not conducted within two (2) hours the employer shall prepare and maintain on file a record stating the reasons for which the alcohol test was not promptly administered. If an alcohol test is not administered within eight (8) hours following the accident, the employer shall cease attempt to administer an alcohol test and maintain the record. Records will be submitted to the FTA up request of the Administrator. Prohibited drug testing will occur within thirty-two (32) hours of the time of the accident.
 - Any employee subject to post-accident testing must refrain from alcohol use for eight (8) hours following the accident or until the employee has completed a post-accident test, whichever comes first.
 - o An employee subject to post-accident testing may not leave the scene of an accident without receiving express permission from the employer supervisor. In the event that the employee receives employer supervisor permission to leave the

scene, the employee subject to post-accident testing must remain readily available for post-accident testing and keep the employer supervisor advised of their location. An employee who is subject to post-accident testing who leaves the scene of an accident without the express permission of the employer supervisor or who fails to keep the employer supervisor advised of their location prior to submitting to post-accident testing will be deemed to have refused to submit to testing. Nothing in this paragraph should be construed to prohibit the covered employee subject to post-accident testing from leaving the scene of an accident for the period of time necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

- o You must not collect, by catheterization or other means, urine from an unconscious employee to conduct a drug test under this part. Nor may you catheterize a conscious employee. However, you must inform an employee who normally voids through self-catheterization that the employee is required to provide a specimen in that manner. If, as an employee, you normally void through self-catheterization and decline to do so, this constitutes a refusal to test.
- Random Testing On various occasions throughout the year covered employees may be randomly tested for prohibited drug and/or alcohol use any time while on duty. Random testing will be performed at all hours of the day and all days when safety-sensitive functions are performed. The number of covered employees selected for testing each calendar year will be, at a minimum, an amount equal to the number of employees required to be tested pursuant to FTA regulations. The selection of safety-sensitive employees for random alcohol testing will be made up using a scientifically valid method that ensures each covered employee that they will have an equal chance of being selected each time random selections are made.
 - o Safety-sensitive employees selected for a random test must proceed immediately to the test facility following notification of the random test.
- Return to Duty Testing A safety-sensitive employee that has not performed a safety-sensitive function for ninety (90) consecutive days or more, and has been removed from the random pool during this period, must take a Pre-Employment drug test with a verified negative result prior to returning to duty. If a covered employee's employment has not been terminated by the employer as a result of a refusal to test or as a result of a verified positive prohibited drug and/or alcohol test, before returning to duty a covered employee shall be required:
 - o To take a return to duty prohibited drug and/or alcohol test with a verified negative result.
 - o To be evaluated by a SAP to determine whether the covered employee has properly followed the recommendations for corrective action of the prohibited drug and/or alcohol abuse problem including successful completion of a SAP recommended rehabilitation program.
 - o To receive a determination from the MRO that the employee may return to work.
 - o To submit to periodic, unannounced follow up prohibited drug and/or alcohol tests for a period of up to sixty (60) months after the employee returns to duty.

Drug Test Results

The prohibited drug test results of employees will be reviewed by the CONNECT TRANSIT testing provider's MRO to determine whether there is any indication of a violation of the CONNECT TRANSIT prohibited drug policy. If an employee test results in a positive result, the MRO will give the person tested an opportunity to discuss the results and provide documentation of legally prescribed medication, which might account for the positive test result. The MRO will release test results to CONNECT TRANSIT, which will maintain them in a secure location with controlled access separate from the employee's personnel records.

In the event that an employee's prohibited drug test is positive, the MRO will refer the employee to a SAP. Based on information gleaned by the SAP, the SAP may make additional referrals and recommendations to the employee.

If the MRO informs the employer that a negative test result was diluted, the employer will take the following action:

- Schedule the employee for a retest and ensure that the employee is given the minimum possible advance notice that they must go to the collection site.
- Treat the result of the directed test as the test result of record.
- If the directed test result is negative-dilute, the employee will not be required to take an additional test because the result was dilute.
- If the employee declines to take the directed test, the employee has refused the test for the purpose of this part and DOT agency regulations.

Alcohol Test Results

Alcohol test results shall be provided on forms established by Subpart C40.59 Appendix A. Copy 1 (white) will be retained by the BAT, copy 2 (green) shall be provided to the employee, and copy 3 (blue) shall be transmitted to CONNECT TRANSIT. In the event that an employee's alcohol test is positive, a SAP will discuss the matter with the employee and, based on information gleaned by the SAP, the SAP may make additional referrals and recommendations to the employee.

General

- Test results from all drug and alcohol tests shall be retained by CONNECT TRANSIT in a secured location with controlled access as specified in 49 CFR Part 655.73.
- Test results will not be released to any party without the employee's written consent, except as otherwise required by law.

Education Program

The Drug and Alcohol Program Manager will list and conspicuously post in a location accessible to all employees, a current listing of the names and locations of the following policy facilitators:

- Designated Drug and Alcohol Program Manager
- Designated Prohibited Drug and Alcohol Specimen Collection Service
- Designated Prohibited Drug Testing Facility
- Designated Medical Review Officer Services
- Designated Substance Abuse Professional Services
- Designated Breath Alcohol Technician Testing Services

The Drug and Alcohol Program Manager will ensure that supervisors designated to determine whether reasonable suspicion exists to require a driver to undergo testing under 49 CFR Part 655.14 receive at least sixty (60) minutes of education on alcohol misuse recognition. In the event that an employee is sent for alcohol testing because of a reasonable cause judgment made by a supervisor, a supervisor will accompany the employee to the testing facility.

Supervisors are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor who knowingly disregards the requirements of this policy or who is found to deliberately misuse the policy in regard to subordinates shall be subject to disciplinary action up to and including termination of employment.

The Drug and Alcohol Program Manager will ensure that all employees receive at least sixty (60) minutes of education on prohibited drug use.

Laws and Regulations

- All records will be retained as listed in 49 CFR Part 655.71.
- CONNECT TRANSIT will comply with all Federal, State, and Local laws and regulations concerning prohibited drug and alcohol testing as well as violations of prohibited drug and alcohol use in the work place.
- Any safety-sensitive employee is entitled, upon written request, to obtain copies of any records pertaining to the employee's use of prohibited drugs or alcohol as well as test results. Access shall be contingent upon payment for records requested.
- CONNECT TRANSIT shall release information regarding a covered employee's record to any identified person pursuant to a specific written authorization from the employee.

Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both management and employees have important roles to play.

- In addition to those responsibilities listed above, management shall also:
 - o Observe employee performance.
 - o Investigate reports of dangerous practices.
- In addition to being concerned about working in a safe environment, employees are instructed to:
 - o Support fellow workers in seeking help for prohibited drug and/or alcohol problems.
 - o Report dangerous behavior to their supervisor or any other management employee.

USE OF CONNECT TRANSIT PROPERTY AND FACILITIES

Use of Connect Transit Equipment, Supplies or Tools:

- A) Equipment, supplies or tools shall not be used for private or unauthorized purposes.
- B) Employees shall be responsible for the care and conservation of Connect Transit equipment, supplies or tools and shall promptly report accidents, breakdowns or malfunctions of any unit in order that necessary repairs may be made.

C) Pursuant to the City of Bloomington Fire Code, the Town of Normal Fire Code and the NAFPA Code and because of the fire hazard to the public, employees, and Connect Transit property, employees are prohibited from burning any open flame including candles in any Connect Transit building or facility.

Other Property: Employees are required to return all Connect Transit property or equipment in their possession upon separation from employment, promotion and/or transfer, leave of absence or suspension.

Use of Connect Transit Telephone: Employees shall limit the use of all personal calls during work that interfere with their job or create a safety issue. In addition, payment for any charges accrued to Connect Transit telephones will be the employee's responsibility.

Use of Transit-Owned Vehicles: Employees allowed use of Transit-owned vehicles are to do so for Connect Transit business only. Any employees who are assigned Connect Transit vehicles for long-term/take-home use must report all mileage accrued on the vehicle for personal use.

ACCEPTABLE USE POLICY FOR ELECTRONIC MAIL

A) Purpose: The purpose of this policy shall be to set forth and encourage the proper use of the electronic communications facilities provided to the employees of Connect Transit. This policy applies to all technology in use in the workplace or similar technology as may be introduced, including computers, radios, phones, smart phones, personal data devices, faxes, voicemails, and removable storage devices.

B) Definitions:

- 1. Connect Transit Information Network -- The network of computers and other electronic devices provided for the electronic transaction of Connect Transit business.
- 2. Electronic Mail -- A facility for the transmission of messages within or outside Connect Transit that relies on the electronic transmission or receipt of digital information.
- 3. Encryption Software -- Proprietary Software that changes information from its native state to an unrecognizable coded state which can only be returned to its native state with special software.
- 4. Global Communications Facility -- Any facility that allows the interactive transmission of data to or from locations outside Connect Transit. This definition includes the INTERNET and other technology resources that allow network access or remote communications.

C) Use:

1. The Board desires that use of Connect Transit facilities shall be primarily for the transaction of Connect Transit business. Use of these facilities for personal purposes, unless specifically authorized by the Information Technology Manager for training purposes, shall be prohibited. Users have no expectation of privacy in connection with the use of Connect Transit technology resources, including the creation, entry, receipt, storage, accessing, viewing or transmission of data.

- 2. All data created, entered, received, stored, accessed, viewed or transmitted via Connect Transit technology resources are Connect Transit property. Business-related data may neither be used for any purpose unrelated to Connect Transit business nor sold, transmitted, conveyed or communicated in any way to anyone outside of Connect Transit without express authorization.
- 3. Use of these facilities for purposes that are illegal under existing Federal or State law, shall be expressly prohibited. Use of these facilities in a manner inconsistent with Connect Transit policies, including its policy against harassment, is also prohibited.
- 4. The Information Technology Manager, may, from time to time, establish guidelines, consistent with this policy, to ensure the effective and efficient use of these facilities. These guidelines may include, but are not limited to, limitations on time available and the global facilities that can be accessed.
- 5. Connect Transit employees who now have access to these facilities shall indicate their acceptance and agreement to comply with this policy in writing or their access may be terminated or suspended. Employees wishing to have access shall be required to indicate their agreement prior to being given access.
- 6. Use of encryption software must be specifically approved by the Information Technology Manager prior to using such software for the storage, receipt or transmission of data.
- 7. The employee may encounter material that is offensive to them during the use of global communications facilities. Connect Transit assumes no liability or responsibility for such material since Connect Transit has no control over the materials placed on the global network.

D) MONITORING:

- 1. The Information Technology Manager or his/her designee shall monitor the use of the facilities and report the amount of time utilized on a monthly basis.
- 2. At the direction of the Information Technology Manager, Connect Transit may electronically monitor use of these facilities by viewing material created, entered, received, stored, accessed, viewed or transmitted Connect Transit Information Network or on any computer or device in use in Connect Transit facilities; or by directly viewing activity on the screen as it occurs.

E) ENFORCEMENT:

- 1. If an employee violates the policy, the Information Technology Manager may suspend and/or terminate the employee's access to the electronic mail and global communications facility available on Connect Transit Information Network.
- 2. Violation of this policy may result in disciplinary action pursuant to the adopted Personnel Policy Manuel.

ACCEPTABLE USE POLICY FOR CELLULAR PHONES

Policy

An employee who uses a Connect Transit owned or leased vehicle is prohibited from using a cell phone or other personal electronic device, hands on or hands off, while driving whether the business conducted is personal or company-related. This prohibition includes receiving or placing calls, text messaging, surfing the Internet, receiving or responding to email, checking for phone messages, or listening to other media while driving a Connect Transit owned or leased vehicle.

Employees may not use or wear wired headphones, wireless headphones, blue tooth earpieces or headsets, wireless headsets, or use any other wireless speaker system that is connected to a cell phone or other personal electronic device while they are driving or operating a Connect Transit owned or leased vehicles.

Employees that are issued a company-supplied device, such as the Galaxy Tablets, are required to come to a complete stop in order to unlock the device or remain at a stop location so that it may be used safely prior to departing.

Employees operating a *revenue* vehicle (bus) and wishing to use their cell phone or other similar personal electronic device may only do so after they have:

- Stopped in a safe location, such as at a Transfer Center,
- Placed the vehicle in park (if so equipped) or in neutral with the parking brake applied and,
- Exited the vehicle.

Employees operating a *non-revenue* vehicle (car, truck) and wishing to use their cell phone or other similar personal electronic device may only do so after they have:

- Stopped in a safe location, parked in a designated parking space, and placed the vehicle in park or;
- Stopped in a safe location with the vehicle in park, turned on the four-way flashers, and exited the vehicle.

In the event of an emergency situation on board a Connect Transit owned or leased vehicle an employee may use their personal cell phone to contact the authorities only after they have attempted emergency radio contact with the dispatch office. The vehicle must still be stopped in the safest location available at the time of the emergency and the transmission must be in park (if so equipped) or in neutral with the parking brake applied.

Employees who violate this policy will be subject to the following disciplinary action:

- First Offense-Suspension without pay for a period of three (3) day.
- Second Offense-Termination of Employment.

SMOKING

Policy Statement

The use of tobacco products by Connect Transit employees, contractors, visitors, and customers while on board or in any vehicle owned/operated by Connect Transit is prohibited.

The use of any tobacco products by Connect Transit employees, contractors, visitors and customers while in any facility or within 15 feet of any entrance to any facility, owned/operated by Connect Transit is prohibited.

Tobacco products may only be used in *designated areas* on Connect Transit property.

Connect Transit employees may not use tobacco products in/on any private property that has been deemed a no smoking area/campus or as a tobacco free area/campus by the property's owners or managers. Additionally, in accordance with the Smoke Free Illinois Act (410 ILCS 82/15), Connect Transit employees may not smoke 15 feet of any entrance to a public facility.

In accordance with 410 ILCS 82/15: Smoking in public places, places of employment, and governmental vehicles is prohibited. No person shall smoke in a public place or in any place of employment or within 15 feet of any entrance to a public place or place of employment.

Persons who violate the Smoke Free Illinois Act may be subject to fines as set forth in 410 ILCS 82/45: A person who smokes in an area where smoking is prohibited under Section 15 of this Act shall be fined in an amount that is \$100 for a first offense and \$250 for each subsequent offense.

In addition to any monetary fine imposed by the State of Illinois, any Connect Transit employee or contractor that is found to be in violation of this policy shall be subject to the following disciplinary action:

- First Violation-Verbal Counseling
- Second Violation-Written Warning
- Third Violation-Suspension Without Pay
- Continued Violations-Termination of Employment

Visitors, vendors and customers in or on board vehicles that are owned/operated by Connect Transit, within any facility owned/operated by Connect Transit, or within 15 feet of any entrance to such facility will be reminded of the Tobacco Free Areas and Vehicles Policy and, if necessary after warnings are issued, will be removed from the vehicle or facility.

Summary

In addition to abiding by the policy stated above, Connect Transit strongly encourages its employees, contractors, visitors, vendors and customers to refrain from the use of tobacco products and to remain tobacco free.

All Connect Transit employees are encouraged to communicate the Tobacco-Free Areas and Vehicles Policy with courtesy and diplomacy to other employees, customers, visitors and vendors to those vehicles and facilities that are owned and/or operated by Connect Transit.

HARRASSMENT

Connect Transit is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits unlawful discriminatory practices, including harassment. Therefore, Connect Transit expects that all relationships among persons in the office will be business-like and free of bias, prejudice and harassment.

It is the policy of Connect Transit to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, gender, sexual orientation, gender identity, national origin, age, disability, genetic information, marital status, amnesty or status as a covered veteran. Connect Transit prohibits any such discrimination or harassment.

Connect Transit encourages reporting of all perceived incidents of discrimination or harassment. It is the policy of Connect Transit to promptly and thoroughly investigate such reports. Connect Transit prohibits retaliation against any individual who reports discrimination or harassment or who participates in an investigation of such reports.

Definitions of Harassment

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

Sexual harassment may include a range of subtle and not-so-subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling or touching; insulting or obscene comments or gestures; display in the workplace of sexually suggestive objects or pictures; and other physical, verbal or visual conduct of a sexual nature.

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

Harassing conduct includes epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes; and written or graphic material that denigrates or shows hostility or aversion toward an individual or group and that is placed on walls or elsewhere on the employer's premises or circulated in the workplace, on company time or using company equipment via e-mail, phone (including voice messages), text messages, tweets, blogs, social networking sites or other means.

Individuals and Conduct Covered

These policies apply to all applicants and employees, whether related to conduct engaged in by fellow employees or someone not directly connected to Connect Transit (e.g., an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

Complaint Process

Individuals who believe they have been the victims of conduct prohibited by this policy statement or who believe they have witnessed such conduct should discuss their concerns with their immediate supervisor, Human Resources or any member of management.

When possible, Connect Transit encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. Connect Transit recognizes, however, that an individual may prefer to pursue the matter through complaint procedures.

Connect Transit encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, although no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

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

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately.

False and malicious complaints of harassment, discrimination or retaliation may be the subject of appropriate disciplinary action.

HIRING OF RELATIVES RESTRICTED

It is the policy of Connect Transit to hire the best qualified employees available for all jobs; however, in the interest of avoiding favoritism, the appearance of favoritism, or other conflicts in the workplace, immediate family members (to include employee's spouse, parents, children, grandchildren, father-in-law, mother in-law, brother-in-law, sister-in-law, and stepchildren) will not be eligible for employment within CONNECT TRANSIT.

EXPENSE REIMBURSEMENT

This policy is designed to assist employees in reporting expenses incurred while conducting Connect Transit business activities.

Connect Transit expects employees to act responsibly and professionally when incurring and submitting costs. The organization will reimburse employees for reasonable expenses on preapproved business. This includes, for example, travel fares, accommodations, meals, tips, internet service, and purchases made on behalf of the organization.

Non travel related expenses must follow procurement policy guidelines.

Connect Transit does not pay for local travel to and from the office. If employees use their vehicles for business travel, mileage, and appropriate parking fees will be reimbursed as per Internal Revenue Service Guidelines. Connect Transit will not be responsible for fuel, maintenance, traffic or parking violations.

General guidelines

- Original receipts are required for reimbursement of expenses greater than \$25.00. These expenses include:
 - o Original boarding passes for airplane / train travel
 - o Credit card receipts
 - o Detailed merchant receipts
- Receipts must be accompanied by a summary which outlines:
 - o The nature of the expense
 - o The name and titles of the individuals involved
 - o The purpose for the expense
- Expense summaries must be submitted with receipts and approved by your immediate supervisor.
- All expenses and summaries must be submitted within 30 days to the Director of Finance for payment.

Travel guidelines

- Employees are encouraged to fly coach class with the lowest available airfare for non-stop travel.
- All employees are expected to utilize the most cost efficient ground transportation option available. Including bus, rail or taxi. If a car rental is required prior supervisor authorization is necessary. Employees are requested to rent mid-sized or compact vehicles. Employees will be reimbursed for the fuel costs associated with renting a vehicle.
- Employees will be reimbursed for reasonable hotel accommodations. Discounted room rates should be requested at the time of room booking.
- The following list includes examples of non-reimbursable expenses:
 - o Personal travel insurance
 - o First Class Tickets or upgrades
 - o Personal reading materials
 - o Childcare
 - o Toiletries, cosmetics, or grooming products
 - o Expenses occurred by spouses, children, or relatives
 - o In-room movies or video games
 - o Alcoholic beverages
 - o Sporting activities, shows, etc.

Any questions related to the content of this policy or its interpretation should be directed to the Finance Director.

PROFESSIONAL DEVELOPMENT

TRAINING, CONFERENCES AND SEMINARS: Registration fees or similar expenses for approved training courses, conferences, seminars and conventions are reimbursable if approved in advance by the General Manager.

MEETINGS, LECTURES AND TRAINING PROGRAMS: Generally, attendance at meetings, lectures and training programs are presumed to be hours of work. Exceptions to this presumption may apply under the following conditions:

- A) Involuntary and Voluntary attendance Where attendance is required at such events, they are to be considered work hours. Where attendance is not required, meetings, lectures and training programs may not be considered hours worked.
- B) Related Training Only training directly related to the employee's job is to be considered as hours worked. Programs conducted for the personal edification and/or entertainment of employees may not be considered as time worked.
- C) Independent Training Training in which the employee participates on their own, even though it may be job related, is not to be considered as hours worked.

LICENSURE AND CERTIFICATION

Certain positions require an employee to hold current licenses and/or certifications. It is the responsibility of the employee to maintain these required basic documents for their job. Employees are responsible to provide documentation validating current licensure, or certification at each renewal. Employees who allow required licensure or certification to lapse or have such suspended or revoked, or who have actions taken against their license are responsible to report this immediately to their supervisor. Individuals allowing required licensure or certification to lapse or who have had such revoked will be removed from their position.

Termination of employment may occur at management discretion in instances where the revocation or lapse of required licensure and/or certification has occurred.

DUES OF PROFESSIONAL OR TECHNICAL ORGANIZATIONS

Dues paid by divisional managers/department heads for approved memberships in professional or technical organizations are reimbursable. Dues paid by all other employees are limited to two such approved memberships per employee per calendar year unless approved in advance by the General Manager. Amounts claimed for reimbursement should be itemized on the expense report and substantiated by receipts.

SEPARATION

TERMINATION AND SEPARATION

ICMA-RC Section 457 Deferred Compensation Program - Separation Benefit and Retirement Pension Application: Employees of Connect Transit may be eligible for certain benefits available from the ICMA-RC Section 457 Deferred Compensation program upon retirement or separation from Connect Transit. Employees should refer to the ICMA-RC website or contact the Finance Director for special information regarding their benefit status.

Resignation - Voluntary: An employee may resign from Connect Transit employment by presenting a resignation, in writing, to the immediate supervisor or the Human Resources Director.

To resign in good standing, an employee must give at least fourteen (14) calendar days' notice. The immediate supervisor and/or the General Manager may choose to set the date for actual termination prior to the end of fourteen (14) calendar days. In order to establish a uniform policy regarding resignation, the following procedure will be used:

- A) When an employee notifies the immediate supervisor or Department Head of the intent to resign, an exit interview should be conducted with the Human Resources Director.
- B) The Department Head should make sure that all Connect Transit property and equipment in the possession of the employee, including keys, tools, uniforms, insurance cards, etc., are returned prior to the employee's departure.
- C) An employee leaving in good standing is eligible for re-employment at a later date provided that the last performance evaluation was satisfactory or better and notice was appropriately fulfilled.

Unless a release form is signed by employee allowing additional information to be given out, only their dates of hire and termination and last position held may be released to reference calls.

Resignation – Involuntary: An employee shall be regarded as having resigned a position if able to notify the immediate supervisor of the reason for an absence, but fails to do so for three (3) consecutive working days. Involuntary Resignation shall also apply to employees who have notified their immediate supervisor within the necessary time period, but have exhausted all available leave time. Compensation owed to the employee during the pay period including the resignation will be paid on the appropriate payday.

Dismissal: During an initial evaluation period, an employee may be dismissed at any time at the discretion of the Department Head. This policy does not apply to an employee serving an evaluation period following a transfer or promotion.

An employee who has been dismissed shall not be deemed to have severed employment in good standing. The employee shall be furnished with a statement, in writing, from the Department Head setting forth the reason(s).

Reduction In Work Force: Connect Transit may reduce the work force by terminating an employee, or group of employees, by reason of abolition of a position(s), shortage of work or funds, or other reasons outside the employee's control and which do not reflect discredit on the work performance of the employee. The duties formerly performed by the terminated employee(s) may be assigned, in whole or in part, to other employees. To insure that employees are given adequate notice and are treated in a fair and consistent manner:

- A) The order of the terminations shall be established by the General Manager on the basis of the needs of Connect Transit, and are subject to the provisions of any applicable collective bargaining agreements.
- B) Factors such as relative merit and seniority of the persons may be considered for termination.
- C) Employees who have not completed the evaluation period shall be terminated before other persons in the class are terminated. Also, consideration shall be given to full-time employees before part-time and temporary employees.
- D) The affected employees shall be notified as quickly as possible, and in no event less than seven (7) days before the action takes place.
- E) Employees terminated under this section have the same rights and privileges to reemployment as employees on a granted leave of absence without pay.
- F) Employees affected by action under this section are eligible for all compensation due in the same manner as an employee resigning under favorable conditions.
- G) A copy of the circumstances shall be retained in the employee's personnel file.

REHIRE OF FORMER EMPLOYEES

Former employees of Connect Transit may be considered for reemployment with Connect Transit under the following conditions:

- A) The employee gave satisfactory advance notice upon resignation and fulfilled that notice appropriately. Notice is defined as two weeks for non-exempt staff and four weeks for exempt staff.
- B) The employee's last evaluation was satisfactory.

MISCELLANEOUS

DONATIONS OR CONTRIBUTIONS

Donations or contributions are not reimbursable expense items.

CREDIT CARDS

- A) A Connect Transit employee may request to use Connect Transit credit card to make travel arrangements such as confirming a hotel room and commercial carrier transportation.
- B) All requests for authority to use Connect Transit credit card must be made to the Finance Director.
- C) Charges shall not be made to Connect Transit credit cards, which are not covered by a sufficient appropriation in the approved and adopted Connect Transit budget.

RESTRICTION OF POLITICAL ACTIVITIES

No Connect Transit employee shall engage in political activities during working hours or using Connect Transit property. No Connect Transit employee will be intimidated into supporting or contributing to partisan political activities.

Any violation of this rule is cause for suspension or dismissal. Outside of working hours, there shall be no restriction on political activities, except employees under Federal grants covered by the Hatch Act.

GIFT BAN

No employee shall solicit or accept any gift from any prohibited source or in violation of any federal or State statute, rule, regulation or any policy or resolution. This ban applies to and includes spouses of, and immediate family living with, the employee. (See 5 /LCS 420 et seq.)

Definition of "Disallowed Gifts":

- A) Cash and cash equivalents including gift cards and certificates.
- B) Non-sympathy gifts.
- C) Company-purchased birthday, shower, holiday or any other personal gifts.
- D) CONNECT TRANSIT property.

- E) Alcohol and/or tobacco products.
- F) Illegal items.

Employee Acknowledgement Form

I have received a copy of the Connect Transit Employee Handbook. I understand that I am to become familiar with its contents as it outlines my responsibilities, benefits and Connect Transit guidelines. This Handbook supersedes and replaces all prior statements and practices whether presented verbally or in writing. The Employee Handbook describes important information about Connect Transit, and I understand that I should consult my immediate supervisor or Human Resources regarding any questions not answered in the handbook.

Since the information, policies and benefits described herein are necessarily subject to change, I acknowledge that revisions to the handbook may occur. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

Employees Name (printed):	
Employees Signature:	
Date:	

GENERAL MANAGER'S REPORT

Andrew Johnson, General Manager addressed the Board. He stated that the Town of Normal has been discussing using a portion of their Community Development Block Grant (CDBG) funds to build bus stop shelters in Normal. This is an exciting opportunity and could jump start the bus stop shelter program. There may also be the possibility of the City of Bloomington also using some of their CDBG funds for shelters in the City.

Mr. Johnson announced that April 9, 2015 would be "Stand Up for Transportation Day". Various communities and transit agencies throughout the country will be participating. Currently staff is working with the Town of Normal and the City of Bloomington for municipal proclamations to be approved and other events throughout the community to draw attention to the impact of and the need for public transportation in Bloomington/Normal.

Trustee Ryan Whitehouse suggested that April 9th might be a good day to invite Congressional leaders to come and talk about the need for public transportation.

Mr. Johnson stated that the final item to report was the news regarding Governor Bruce Rauner's proposed budget. The proposed budget is not kind to public transit. Staff would continue to keep the Board updated on any impact to Connect Transit's funding. Additionally, strategic planning sessions will be scheduled in the near future to discuss strategies to build support for increased local funding.

TRUSTEE'S COMMENTS

Trustee Ryan Whitehouse commended Connect Transit staff for its work on the Universal Agreement program at IAA. The video that demonstrates how to use the system is very good and the IAA President and employees are very happy with the program.

Mr. Whitehouse questioned the number of applications received for the new created Community Transportation Advisory Committee (CTAC). Andrew Johnson, General Manager responded that roughly 12 applications had been received to date and another blitz was planned in the next few days. Trustee Felicia Shaw questioned if there was a deadline to apply for appointment to the CTAC. Mr. Johnson responded that applications were currently being accepted and that there was not currently any deadline to apply.

Vice Chairman Mike McCurdy wished Connect Transit staff good luck at the One Voice trip to Washington, DC.

<u>ADJOURNMENT</u>

Motion by Secretary John Bowman, seconded by Trustee Felicia Shaw to adjourn.

Time: 5:21 p.m.

AYE: All

NAY: None

Motion carried.
John Bowman, Secretary