



RAINBOW RIDER TRANSIT BOARD
PERSONNEL POLICY MANUAL
Updated and Approved 1-9-2020

MISSION STATEMENT:

Rainbow Rider's mission is to meet the transportation needs of resident's in Douglas, Pope, Stevens, Todd, Grant and Traverse Counties in the safest, most customer-oriented, and cost effective manner possible.

1. Introduction

Welcome to Rainbow Rider

Our goal in producing this document was to create a one-stop information point where you would be able to access the information you are likely to need in relation to your employment with us.

The document gives an overview of Rainbow Rider's policies and procedures. We ask you for a high degree of commitment, dedication and loyalty to help us achieve the aims and objectives of Rainbow Rider.

I hope you find this a useful guide during your employment with us. These policies are not intended to cover every situation that may arise. If you are unable to find the answer to your question here, please feel free to contact Human Resources.

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3. Starting with Rainbow Rider

a. **About Rainbow Rider**

Rainbow Rider was founded in 1995 with the aim of providing transportation to the citizens of the counties represented by the Rainbow Rider Transit Board.

We have grown steadily since then and Rainbow Rider operates a fleet of more than 30 vehicles and provides more than 170,000 passenger trips annually.

More information is available on our website at www.rainbowriderbus.com.

b. **Welcome**

Rainbow Rider believes its employees are its greatest asset.

Our aim is to support and develop employees in their role, so that they feel confident to undertake the responsibilities placed upon them and ultimately are able to contribute to the success of the organization.

c. **Notice of Assignment**

At the beginning of their employment, each employee will receive a notice of assignment (wage notice) that identifies the scope of their position, pay and benefits information. Additionally, each employee will receive a notice of assignment each time any part of their terms of employment has changed. That document may include up to some or all of the following:

- the names of the employer and the employee;
- the date when the employment (and the period of continuous employment) began;
- hourly pay rate;
- if applicable, benefits information;
- pay and the intervals at which it is to be paid;
- hours of work;
- holiday entitlement;
- entitlement to Paid Time Off
- pensions and pension plans;
- job title (or a brief job description);
- either the place of work or, if required to work in more than one location, an indication of this and of the addresses;

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manner possible.*

Further detailed policies and procedures which may not be mentioned as part of this document, but which you are still expected to comply with can be accessed through your manager.

Rainbow Rider reserves the right to change its policies, pay, benefits, and other aspects of the employment relationship from time to time, with or without notice.

NO PROVISION IN THESE POLICIES CREATES, OR CAN BE CONSTRUED AS CREATING A CONTRACT BETWEEN RAINBOW RIDER TRANSIT AND ANY EMPLOYEE OR TO LIMIT THE RIGHTS OF RAINBOW RIDER AND ITS EMPLOYEES TO TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, WITH OR WITHOUT CAUSE EXCEPT AS OTHERWISE PROHIBITED BY LAW. EXCEPT AS REQUIRED BY LAW OR APPLICABLE CONTACT, ALL EMPLOYMENT WITH RAINBOW RIDER IS "AT WILL". THIS PERSONNEL POLICY MANUAL IS EFFECTIVE AS OF JANUARY 9, 2020 AND REVOKES, REPLACES, AND SUPERSEDES ANY AND ALL EARLIER POLICIES AND PROCEDURES.

d. *Probation Periods*

All new employees must complete a probationary period of six months. Employees' supervisors may review the employee's performance periodically throughout the probationary period, either formally or informally. The probationary period is designed to be an extended selection period to determine if regular status should be granted. *Completion of the probationary period does not guarantee employment or alter the at-will nature of employment.*

At the end of a successful six months' probation for both drivers and dispatchers, they shall receive a .50 per hour wage increase. A successful six-month probation period for drivers would be they have no at-fault accidents, incident reports and a thorough understanding of the area(s) in which they operate. A successful six-month probation period for dispatchers would be they obtain their CDL and passenger endorsement permits and possess a thorough understanding of what it takes to be a successful dispatcher.

e. *Your Attendance at Work*

Regular, reliable attendance is an essential function of each employee's job.

i) Notification of Absence

Your Supervisor must be notified as early as possible, but no later than the close of business on the day before your absence is to occur, if absence from work is anticipated.

If you are unable to attend work due to sickness or injury, your supervisor must be notified as soon as you can, **at least two hours** before the start of your scheduled shift. Unsatisfactory notice of absence may result in disciplinary action, up to and including suspension and discharge. The Employer reserves the right to require satisfactory documentation or substantiation of reasons for employee absences or lateness for work. If an employee is absent for three consecutive days without notifying according to policy, it will be treated as a resignation or job abandonment and employment will be automatically terminated.

This notice may be waived if the supervisor determines that you could not reasonably be expected to comply with this requirement because of circumstances beyond your control. In the event that you are unable to notify your supervisor due to such circumstances, you must notify your supervisor as soon as possible indicating a probable date of return. Notification should be made by you personally unless impossible due to the nature of the illness where you should arrange for someone else to call on your behalf. During prolonged periods of absence, your supervisor should be provided an expected date of return. If sick for three consecutive days, you will need to provide a doctor's note confirming your illness and reason for absence.

f. *Fill-In Replacement Pay*

Any non-exempt employee who is called in to cover a scheduled route for any reason (another employee called in sick, a last minute promotional event, lack of route coverage), will be paid time-and-a-half for coming in on short notice to cover that route. The non-exempt employee will be paid only for the hours worked that day. This incentive applies to both full and part-time non-exempt employees. This incentive can only be used if the non-exempt employee is called by their supervisor/dispatch at 3pm or later the day prior to the shift that needs coverage.

When calling drivers only, the process for which they are called is as follows:

1. Determine who is currently not working
2. Use a contact list, sorted by more seniority to least seniority, of drivers and start at the top, but;
3. First figure out those that were offered the chance to come in for this incentive the last time and do not call them this time (start after the last person that was called).

When calling any other non-exempt employee, the supervisor will call whoever isn't scheduled to work the day that needs the coverage.

Whether or not an employee has reached their 40 hours for the week, it is still an incentive for anyone who is called, because getting overtime is a privilege and not a right.

Any employee who is called to cover a shift that isn't considered last minute and doesn't qualify under fill-in replacement pay and states they won't do it unless they get the fill-in replacement pay, they will be removed from the contact list for future calls. Also, employees who do not wish to work on their day off, will not be called for this incentive.

g. Hours of Work

Your normal hours and typical work schedule will be specified in your Notice of Assignment. If you are a part-time driver, you will work two days a week (approx. 20 hours). If you are a full-time driver, you will work four days a week (approx. 40 hours). **Rainbow Rider reserves the right to vary your hours, route and schedule.**

Bus driver's hours will be determined by the route and schedule assigned.

A full time position within the organization will consist of at least 30 hours per week, excluding daily meal breaks. All hours worked in excess of 40 hours *in a work week*, will be defined as overtime of non-exempt. No employee may work overtime without the prior approval of his or her supervisor. Full-time employees who do not complete 30 hours per week for 6 consecutive pay periods (12 weeks) may be considered for part-time status.

A part-time position will consist of no more than 29 hours per week. Part-time employees who exceed 29 hours per week for more than 6 pay periods (12 weeks) in a row will be considered for full-time status.

h. Bus & Route Assignments

When a route becomes vacant, the office will advertise that route, through the Employee Portal, to all full-time drivers for three business days. During those three days, any full-time driver who desires that route, can notify the Operations Manager. Once the three-day period is closed, the Operations Manager will review the names of the interested drivers and the driver with the most seniority will get that route. If no one bids for the advertised route, the Operations Manager will assign a driver to it. All Alexandria drivers, no matter the route, will all participate in the rotation of the fixed route. All drivers, no matter the route, will be subject to covering other routes, as needed, on an occasional basis.

i. Criminal Records Checks

All employees of Rainbow Rider will be required to undergo a criminal records check, consistent with applicable law.

Except where required by law, no employee shall be disqualified from employment with Rainbow Rider solely or in part because of prior criminal conviction(s), unless the crime of crimes for which the employee was convicted directly relate to the position of employment sought.

When determining whether a conviction directly relates to the position of employment sought, the hiring authority shall consider: (1) the nature and seriousness of the crime or crimes for which the individual was convicted; (2) the relationship of the crime or crimes to the purpose of regulation the position of employment sought; and (3) the relationship

of the crime or crimes to the ability, capability, and fitness required to perform the duties and discharge the responsibilities of the position of employment.

Except where required by law, a person who has been convicted of a crime or crime(s) which directly relate to the position of employment sought shall not be disqualified from employment if the person can show competent evidence of sufficient rehabilitation and present fitness to perform the duties of the desired position. Competent evidence of rehabilitation may be established according to Minnesota Statutes, section 364.021, subdivision 3, as amended.

Any applicant who is denied employment solely or in part because of the individual's prior conviction of a crime, shall be notified of: (1) the grounds and reason for denial; (2) the applicable complaint and grievance procedure; (3) the earliest date the person may reapply for a position with Rainbow Rider; and (4) that all competent evidence of rehabilitation will be considered upon reapplication.

It is the policy of the Rainbow Rider Transit Board that anyone will generally be prohibited from a safety sensitive position if:

- i) Convicted within 10 years prior to employment of driving while under the influence of alcohol or a controlled substance or in violation in any way of Mn Statute §169.121, §169.1211, or any law or ordinance substantially conforming therewith.
- ii) Convicted within 10 years prior to employment of careless or reckless driving.
- iii) Convicted more than 1 time of driving under the influence of alcohol or a controlled substance or in violation in any way of Mn Statute §169.121, §169.1211, or any law or ordinance substantially conforming therewith.
- iv) The subject of substantiated reports of abuse or neglect of minors or vulnerable adults.
- v) Received more than 2 moving violations with the past 5 years.

j. Conflict of Interest

Employees shall not engage in any act which is in conflict, or creates an appearance of impropriety or conflict, with the performance of his/her duties. When an employee believes the potential for a conflict of interest exists, it is the employee's responsibility to avoid the situation. Employees must notify their supervisor if a conflict of interest or perception of a conflict of interest situation exists or may exist. Employees who knowingly fail to avoid or disclose a potential, perceived or actual conflict of interest situation are subject to disciplinary action in addition to any criminal penalty that may be involved. For purposes of this policy, a conflict of interest includes, but is not limited to: directly or

indirectly, engaging in or having any interest, financial or otherwise, in any other business enterprise which interferes with or is likely to interfere with your independent exercise of judgement in Rainbow Rider's best interest.

Generally, a conflict of interest exists when an employee is involved in an activity:

- which provides products or services directly to or purchases products or services from Rainbow Rider.
- which subjects the employee to unreasonable time demands that prevent the employee from devoting proper attention to his or her responsibilities with Rainbow Rider.
- which is so operated that the employee's involvement with the outside business activity will reflect adversely on Rainbow Rider.

Should you be in doubt as to whether an activity involves a conflict, you should discuss the situation with your supervisor.

k. *Standards of Performance and Behavior at Work*

i) Appearance

The dress and appearance of Rainbow Rider employees has a direct reflection on the professionalism of our services. A neat, well-groomed employee presents a positive image of Rainbow Rider and demonstrates the pride of its employees. Appearance and attire have a definite impact on the way community members perceive representatives of Rainbow Rider and the confidence that customers have in its ability to provide quality services.

Insignia of fraternal organizations and associations may be worn upon rings on the hand, but shall in no instance be placed upon the uniform itself. No insignia, patches, pins, or ornaments not issued equipment are to be worn by uniformed personnel without authorization of the Transit Director.

The following information should guide employees on proper dress in the work place for employees who are not required to wear uniforms. Although it is difficult to develop a policy that will cover all individual variations in dress and style for each work situation or circumstance, the following guidelines have been established based on public image, job safety, and personal hygiene:

Appropriate dress includes:

- Suits, pant suits, sport coats/blazers
- Dress slacks, khakis, shorts (no more than 3 inches above the knees), and blue jeans (with no tears, rips, holes)
- Dress shirt with or without tie
- Dresses, skirts and jumpers (no more than 3 inches above the knees)

- Blouses, shirts, sweaters, thick strap/sleeveless shirts, or pullovers
- Any type of business shoe, which must be kept neatly laced at all times.
- Drivers are permitted to wear shoes that are appropriate for the weather. In the summer, closed-toed sandals are acceptable. Under no circumstances, open toe sandals or flip flops are to be worn, for safety reasons.

The following items are considered inappropriate for the office environment for all personnel:

- Halter tops, tanks tops (spaghetti straps), tube tops, muscle shirts, deck shoes
- Athletic wear (sweatpants, sweat suits, workout clothes)
- Mini-skirts, skorts, shorts that exceed the 3 inches above knees mark
- Body hugging clothes including leggings, stirrups and spandex garments
- Dirty, ripped, wrinkled or stained clothing
- Transparent or tight-fitting garments
- Any clothing that is overly revealing or outlandish so as to cause distraction, including garments that reveal skin or undergarments between the top of pants and the bottom of shirts.
- Any clothing or visible tattoos with images or wording that are offensive or derogatory.
- Visible body piercings, other than earrings, must be removed during work hours.

Jewelry must be limited to non-dangling earrings, bracelets, necklaces, rings and/or watches.

Non-mirrored sunglasses may be worn outdoors or while driving. Sunglasses may not be worn inside offices and must be removed upon request by any person.

ii) Company Premises

You must not remove Rainbow Rider property from the organization's premises unless prior authority from the Transit Director has been given.

iii) Car Day Parking and Car Washing

All employees of Rainbow Rider Transit are eligible to participate in the Day Parking and Car Washing of their personal vehicle in Rainbow Rider owned garages, providing the space is available (Rainbow Rider Transit property will take precedence). Employees participating in Day Parking must leave their vehicle unlocked and keys readily available, in case the need to relocate the vehicle arises.

Rainbow Rider Transit does not provide liability insurance for the protection of its employee's vehicle. There are risks associated with participation in the Day Parking and Car Washing program, including but not limited to, the risk of loss of, or damage to, the employee's vehicle and personal property. Employees who choose to

participate in the Day Parking and Car Washing programs voluntarily and knowingly assume all such risks. Employee's participating in Day Parking and Car Washing do so at their own risk and hereby agree on behalf of heirs, executors, administrators, to release, indemnify and forever discharge the Rainbow Rider Transit Board and its officers, board and employees; jointly and severally from any and all actions, causes of action, claims and demands for; upon or by reason of any damage, loss or injury, which hereafter may be sustained by parking or washing of personal vehicles, except to the extent that such damage, loss, or injury was caused by the intentional or grossly negligent conduct of Rainbow Rider, its Board Members, or its employees.

This release extends and applies to, and also covers and includes; all unknown, unforeseen, unanticipated and unsuspected injuries, damages, loss and liability and the consequences thereof, as well as those now disclosed and known to exist. The provisions of any state, federal, local or territorial law or state providing substance that releases shall not extend to claims, demands, injuries or damages which are know or unsuspected to exist at this time are hereby expressly waived.

iv) Personal Property

Any personal property including, but not limited to jewelry, cash, credit cards, clothes, automobiles, motorbikes, and bicycles. left on Rainbow Rider premises is done so entirely at the employee's own risk. Employees are strongly advised not to leave any valuables unattended, either on our premises, in our vehicles or in your own vehicle. Rainbow Rider does not accept responsibility or liability for loss or damage to any personal property.

v) Telephones & Correspondence

Rainbow Rider telephones, including cellular and mobile phone, and tablets, must not be used for private purposes without prior permission from the Transit Director. Rainbow Rider reserves the right to charge employees, to the extent permissible by law, for any personal use of Rainbow Rider's telephone equipment, including cellular phones and tablets. Private use of Rainbow Rider's telephone equipment, including cellular phones, and tablets, may result in discipline up to and including termination of employment.

vi) Smoking and Other Substances at Work

Rainbow Rider is committed to an alcohol and drug-free work place, and in complying with the Drug Free Workplace Act of 1988. This requires employees abstain from using alcoholic beverages, mood-altering drugs and drugs that adversely impact performance, prior to the start of their workday, during the work period, during lunch and other work breaks. Any violation of this policy shall result in disciplinary action, up to and including termination.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace. [For purposes of this section, the term “controlled substance” is defined as a controlled substance which appears in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) (as amended)]. These may include, but are not limited to, narcotics, depressants, stimulants, hallucinogens and cannabis.

As a condition of employment, employees will abide by the terms and conditions of this policy and will notify their supervisor of any criminal drug statute conviction for which a violation occurs in the workplace within five (5) calendar days after such conviction.

Rainbow Rider will notify the appropriate law enforcement agency when there is a reasonable suspicion that an employee may have illegal drugs in his/her possession at work or on Rainbow Rider premises. Where it is appropriate, Rainbow Rider will also notify licensing boards.

Each situation involving investigation and/or disciplinary action will be evaluated on a case by case basis, depending on the severity and circumstances involved. Disclosure of information regarding alcohol and other drug use in the workplace must be consistent with applicable law.

Employees in safety sensitive job classifications must also comply with Rainbow Rider Policies, specific to these job classifications, which have been adopted in compliance with applicable federal and state regulations regarding drug and alcohol use in the workplace. These job classifications include any positions that may reasonably be expected to operate a commercial vehicle.

Rainbow Rider prohibits all tobacco use on Rainbow Rider owned or rented property, including grounds, structures, parking lots, vehicles and equipment and only in designated smoking spots on Rainbow Rider property lines.

This policy does not prohibit tobacco use done as part of a traditional spiritual or cultural ceremony that has prior approval by Rainbow Rider.

For purposes of this policy, the following terms are defined as follows:

Tobacco Use: “Tobacco Use” means the use of any tobacco product as defined below whether the tobacco is chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested. Tobacco use includes inhaling or exhaling smoke from any light cigar, cigarette, e-cigarette, pipe or any other lighted tobacco or plant product as well as carrying a lighted cigar, cigarette, pipe, or any other lighted tobacco or plant product intended for inhalation.

Tobacco: “Tobacco” means cigarettes and any product containing, made or derived from tobacco that is intended to human consumption, whether chewed, smoked, absorbed,

dissolved, inhaled, snorted, sniffed, or ingested by any other means or any component, part, or accessory of a tobacco product; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed and other smoking tobacco; snuff; snuff flour; Cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings, and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any tobacco product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. (M.S. 609.6850 (as amended)).

vii) Data Privacy

a. Data Practices Advisory

In accordance with the Minnesota Government Data Practices Act (“MGDPA”), Rainbow Rider is required to inform employees of their rights as they pertain to any private information that Rainbow Rider collects from them. During the course of employment, a Rainbow Rider employee will likely be asked to provide information that is classified by the MGDPA as either private or confidential. Private data is information that generally cannot be given to the public but can be given to the subject of the data. Confidential data is information that generally cannot be given to either the public or the subject of the data. Much of the data Rainbow Rider has about individual employees, however, is classified as public according to the MGDPA. All public data is available for inspection and copying by members of the public, with or without the employee’s consent.

Employee records are maintained in a location designated by Human Resources or designee. Personnel data is kept in personnel files, finance files, and benefit/medical files. Information about employees requested by Rainbow Rider may be used for the following purposes: (1) administer employee salary, pension, and benefit programs; (2) process payroll, including accounting for wages and fringe benefits and to justify any reimbursed expenses; (3) complete state and federal reports, including equal opportunity and affirmative action reports; (4) evaluate the employee’s job performance, eligibility, and abilities; (5) distinguish the employee from other applicants and employee and identify the employee in the correct personnel file; (6) determine the employee’s eligibility for employment or promotion, and make employment decisions about the employee’s performance; (7) contact the employee or other significant persons in the case of an emergency; (8) make decisions regarding the employee’s eligibility for leave, including medical leaves and leaves created by statute; (9) make decisions regarding the employee’s eligibility for workplace accommodations, including accommodations for workplace disabilities; (10) comply with workers compensation requirements in the event of an injury; and (11) provide information during workplace investigations. All such information may also be used and disclosed for other purposes consistent with applicable law, including, but not limited to, performance evaluations, determinations regarding pay, applications for different positions, and other matters that involve a review of the employee’s personnel file and past performance.

Federal law permits government agencies to require individuals to provide their social security number for the administration of any tax. Please be aware that when an employee is asked to give his or her social security number on a revenue form, this collection is mandated by law. This information will be shared with the Minnesota Department of Revenue, the Internal Revenue Service, and security tax programs. In most other cases, the disclosure of an employee's social security number is voluntary.

Any information an employee is asked to provide may be shared with individuals within Rainbow Rider whose job duties reasonably require access, as well as individuals outside of Rainbow Rider whose duties require access, such as insurance vendors, consultants, attorneys, and retirement plan employees. Such data may also be shared with other agencies authorized by law to receive specific data.

If litigation arises, data may be provided in documents filed with the court which are available to members of the public. If reasonably necessary to discuss data at a Rainbow Rider Board meeting, such data will be available to members of the public. To the extent that some or all of data provided by the employee is part of the basis for a final decision on disciplinary action, that information may also be available to the public.

All employee data will be received, retained and disseminated according to the Minnesota Government Data Practices Act.

b. Employee Obligations

It is a condition of your employment that you have a duty to disclose data received as an employee only in accordance with the Minnesota Government Data Practices Act and other applicable law.

Rainbow Rider employees shall only disclose data received or maintained in their role as a Rainbow Rider employee in accordance with applicable laws (e.g., Minnesota Government Data Practices Act) and Rainbow Rider policies and procedures. Employees shall not discuss private, confidential, or other nonpublic information in public areas, nor share it with staff who have no business purpose for being told. Employees shall take reasonable steps, including the use of locks and securing data with passwords, to protect the safety and security of all data collected, created, or maintained as part of the employee's job duties. Violation of this provision may result in disciplinary action, up to and including termination.

viii) *Computer, email and Internet use*

If an employee has access to the Rainbow Rider's computers including email and access to the internet as part of their job, the employee must not abuse this by using these facilities for purposes unrelated to company business.

Limited personal use of the internet is permitted during your formal breaks. All internet use is monitored and accessing pornographic or other unsuitable material, including auction or certain social networking sites is strictly prohibited and would be considered a serious disciplinary offense which may result in dismissal.

Only software packages properly authorized and installed by Rainbow Rider staff may be used on company equipment, you must therefore not load any unauthorized software onto company computers.

If you have a company email address, this is provided for responsible use on company business and should not be used in any other way whatsoever.

You must not make reference to the company or its services, or represent yourself on behalf of the company on social media without formal permission from the company to do so.

ix) *Receipt of Gifts*

No employee shall directly or indirectly solicit, receive, or agree to receive any compensation, "tip," gift, reward, gratuity, payment of expense, or promise of future employment or other future benefit from any source except Rainbow Rider, for any matter or proceeding connected with or related to the duties of the employee. However, reasonable exceptions are permitted. Employees may accept the following:

- Gifts of nominal value (\$5 or less) that were not solicited;
- Plaques or similar mementos recognizing individual services in a field of specialty or to a charitable cause;

"...employees should notify supervisor and Human Resources immediately of all changes..."

In addition, employees are prohibited from accepting, sharing, or giving gifts, food or beverages or other items to or from Rainbow Rider customers and clients.

I. *Changes in Personal Information for Employment Purposes*

It is important that our records are correct. The failure to provide Rainbow Rider with accurate information may result in a delay of payment of salary, loss or delay of employee benefits, the inability to contact you in an emergency, or other negative impacts on

Rainbow Rider's ability to administer employee benefits or other programs. In order to avoid any disruption to salary and other benefits offered by Rainbow Rider, employees should notify your supervisor and Human Resources immediately of all changes in the following personal information:

- Name
- Home address
- Telephone number
- Bank account details
- Examinations passed/qualifications gained
- Emergency contact

Personal data on employees is held in accordance with the provisions of Rainbow Rider's Data Privacy Policy.

4. Valuing Diversity and Dignity at Work

a. *Valuing Diversity*

i) *Equal Employment Opportunity Statement*

Rainbow Rider is committed to valuing diversity and seeks to provide all staff with an equal opportunity for employment, career and personal development on the basis of ability, qualifications and suitability for the work as well as their potential to be developed into the job.

It is the policy of Rainbow Rider to prohibit discrimination in employment based on race, color, creed, religion, national origin, sex, age, disability, sexual orientation, marital status, status with regard to public assistance, membership in a local human rights commission, familial status, or any other characteristic protected by state or federal law. Rainbow Rider embraces the concept of equal employment opportunity, and is committed to compliance with all applicable federal and Minnesota laws, executive orders, and administrative regulations regarding it. In all instances, proper regard shall be provided for applicants' and employees' privacy and constitutional rights as citizens under Federal and Minnesota law.

Any employee or applicant who believes s/he has been discriminated against by reason of race, color, creed, religion, national origin, sex, age, disability, sexual orientation, marital status, status with regard to public assistance, membership in a local human rights commission, familial status, or any other characteristic protected by state or federal law may file a complaint with Human Resources, specifying the basis of his/her belief and all facts surrounding the alleged discriminatory action. In the event that the complaint is against Human Resources, the complaint may be filed with Transit Director. All complaints of discrimination will be fully investigated, in accordance with these policies.

It is also the responsibility of all staff to promote these concepts, to comply with all relevant legislation and to ensure that they do not discriminate against colleagues, customers, suppliers or any other person associated with Rainbow Rider at all times while working or otherwise representing Rainbow Rider in any capacity.

ii) AMERICANS WITH DISABILITY ACT (ADA)

Rainbow Rider is committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA"). It is Rainbow Rider's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability. Consistent with this policy of nondiscrimination, Rainbow Rider will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made Rainbow Rider aware of his or her disability, provided that such accommodation does not constitute an undue hardship on Rainbow Rider and permits the individual to perform the essential functions of his or her job.

Employees who believe they need a reasonable accommodation to perform the essential functions of their job due to a disability should contact their supervisor or Human Resources. Rainbow Rider encourages individuals with disabilities to come forward and request reasonable accommodation.

iii) Key Actions

In adopting these principles, Rainbow Rider:

1. Will not tolerate acts that breach this policy and all such breaches or alleged breaches will be taken seriously, be fully investigated and may result in disciplinary action, up to and including, termination.
2. Fully recognizes its legal obligations under all relevant law.
3. Will allow staff to pursue any matter through the internal procedures which they believe has exposed them to inequitable treatment within the scope of this policy.
4. Will ensure that all supervisors understand and maintain their responsibilities and those of their team under this policy.
5. Will select candidates only on the basis of their ability to carry out the job.
6. Will distribute and publicize this policy statement throughout the company

b. *Dignity at Work/Harassment*

Rainbow Rider believes that the working environment should at all times be supportive of the dignity and respect of individuals. If a complaint of harassment is brought to the attention of management, it will be investigated and appropriate action will be taken.

For purposes of this policy, sexual harassment is defined as unwelcome physical or verbal conduct relating to an individual's gender or directed at an individual because of gender, unwelcome sexual advances, requests for sexual favors, and other verbal and physical conduct of a sexual or gender-related nature, when:

- A. Submission to such unwelcome conduct or communication is made either explicitly or implicitly as a term or condition of obtaining or retaining employment or access to public services or accommodations.
- B. Submission or rejection of such unwelcome conduct or communication by an individual is used as a factor for any employment decision or decision related to the individual's access to public services or public accommodations affecting said individual.
- C. Such unwelcome conduct or communication has the purpose or effect of substantially interfering with any person's employment, public services or public accommodation, or creating an intimidating, hostile, or offensive work environment.

Examples of sexually harassing conduct under this policy may include, but are not limited to, the following:

- 1. Use of offensive or demeaning terms, which have a sexual connotation or a negative gender connotation;
- 2. Objectionable physical proximity or physical contact;
- 3. Any unwelcome, sexually motivated touching;
- 4. Repeated, unwelcome suggestions regarding, or invitations to, social engagements or work-related social events;
- 5. Any indication, express or implied, that an employee's job security, job assignment, opportunities for advancement, or other terms or conditions of employment may depend on the granting of sexual favors to any other employee or, supervisor;
- 6. Any action relating to an employee's job status, which is taken as a direct result of the granting or refusal of social or sexual favors;

7. The deliberate or careless creation of an atmosphere of sexual harassment or intimidation;
8. The deliberate or careless expression of jokes or remarks of a sexual nature to, or in the presence of, employees who may find such jokes or remarks offensive;
9. The deliberate or careless dissemination or display of materials such as cartoons, articles, pictures, other graphics of a sexual nature, etc., which have a sexual content and which are not necessary for work;
10. The use of suggestive facial expressions or gestures of a sexual nature.

Other protected class harassment is offensive conduct or communication based on an individual's race, color, creed, religion, national origin, sex, sexual orientation, disability, age, marital status, familial status, status with regard to public assistance, or any other characteristic protected by State or federal law when:

- A. Submission to such unwelcome conduct or communication is made either explicitly or implicitly as a term or condition of obtaining or retaining employment or access to public services or accommodations.
- B. Submission or rejection of such unwelcome conduct or communication by an individual is used as a factor for any employment decision or decision related to the individual's access to public services or public accommodations affecting said individual.
- C. Such unwelcome conduct or communication has the purpose or effect of substantially interfering with any person's employment, public services or public accommodation, or creating an intimidating, hostile, or offensive work environment.

It is the policy of Rainbow Rider that all employees should be able to enjoy a respectful workplace and a work atmosphere free from all forms of unlawful harassment, including implied or expressed forms of sexual harassment. Harassment infringes on an employee's right to a comfortable, respectful work environment, against Rainbow Rider policy, and will not be tolerated. All employees are expected to treat their coworkers, subordinates, supervisors, and public contacts with respect at all times. Rainbow Rider does not tolerate any form of sexual harassment in the work place, including acts of non-employees.

Complaints of violations of this Policy will be investigated. Violations of this policy by any employee, will result in disciplinary action, up to and including, termination of employment.

All employees should keep in mind that the absence of intent to harass an individual is not a defense to a complaint of harassment. **It is the impact and nature of the conduct, not the intent, which determines whether the conduct is harassing.**

SUPERVISORY & MANAGEMENT RESPONSIBILITIES

The supervisory and management personnel of Rainbow Rider are responsible for maintaining a work environment that is respectful and free from discrimination in any form. These responsibilities include proactively maintaining the compliance of all employees with this policy.

In the absence of a complaint, supervisors observing conduct that may constitute prohibited harassment in the workplace are responsible for calling such behavior and this policy to the attention of the participants at the time of the observance. A written summary of the discussion shall immediately be forwarded to Human Resources.

Supervisors receiving complaints or reports of alleged inappropriate conduct shall immediately forward a report to Human Resources prior to taking any action on the complaint. Human Resources and supervisor will make the determination as to whether, and to what extent, an investigation is warranted, who will investigate, and what methods will be used in the investigation.

Failure of a supervisory or managerial employee to immediately forward reports of observances or complaints to Human Resources shall be grounds for disciplinary action, up to and including termination of employment.

EMPLOYEE RESPONSIBILITIES

Any employee who believes he or she is being subjected to sexual harassment or other protected class harassment in any form, or any employee with knowledge or belief of conduct on the part of another employee or other individual which may constitute a violation of this policy, is required to report the alleged conduct immediately to a supervisor or Human Resources. While Rainbow Rider encourages written reports of the alleged conduct, verbal reports will be accepted. The individual receiving the report should be prepared to supply the following information:

1. Date, time and location of incident
2. Identification of the offender(s)
3. A detailed description of the incident
4. Any materials in the complaining employee's possession related to the incident (e.g. cartoons, articles, pictures)
5. Identification of any potential witnesses to the incident

Additionally, at the time of the incident, if you are the employee being subjected to the inappropriate behavior and feel comfortable in so doing, you may, but are not required to, courteously, but firmly, tell the individual(s) engaging in the inappropriate behavior to stop the behavior because the behavior makes you feel intimidated, offended or uncomfortable. Include a summary of this discussion in your report to the supervisor or Human Resources.

Any supervisor who receives a formal or informal, oral or written report of harassment shall inform Human Resources immediately without screening or investigating the report, unless Human Resources is involved or have a conflict of interest, in which case the report shall be made to the Transit Director or Board Chair pursuant to the reporting procedures. Failure of any supervisory employee of Rainbow Rider to forward such a report to the appropriate party shall be grounds for discipline.

COMPLAINT INVESTIGATION

By the authority of the Transit Board, Human Resources, or Transit Director, upon receipt of a report or complaint of sexual harassment or other protected class harassment, shall undertake or authorize an investigation. The investigation may be conducted by Rainbow Rider Officials or by a third party designated by Rainbow Rider.

Rainbow Rider may take immediate steps, at its discretion, to protect the complainant and other employees or members of the public pending completion of the investigation.

The investigation methodology will be determined by the investigator depending on the specifics of each complaint. Investigations typically include, at a minimum, interviews with the reporting employee, the complaining employee (if different from the reporting employee) and alleged offender(s). The investigation methodology may additionally include additional interviews, document review and other methods deemed pertinent by the investigator.

Every effort will be made to respect the privacy and identity of all parties to a complaint brought under this policy; however, this requires the cooperation of all parties involved in the investigation, including the complainant(s), the alleged harasser(s) and witnesses. Additionally, Rainbow Rider has an obligation to investigate, to take necessary action to resolve a complaint, and to comply with relevant state and federal regulations, and retains the right to disclose the identities of parties to a complaint, including witnesses, and the substance of complaints or witness statements as permitted or required by applicable law, including the MGDPA.

The investigator will forward a summary of their investigation, the investigator's determination as to whether the incident constitutes a violation of this policy and, as applicable, recommendations on counseling, mediation, disciplinary or other personnel actions to Human Resources or alternative Human Rights Officer. The supervisor shall consult with Human Resources prior to taking any disciplinary action, and then shall take such disciplinary action or other action as deemed appropriate to address the

situation. Failure of supervisor to promptly take the agreed-upon action shall also be grounds for disciplinary action, up to and including termination. In the event the subject of the sexual harassment complaint is Human Resource, the Transit Director or designee will perform the investigation.

REPRISAL

Rainbow Rider will not tolerate acts of retaliation against employees who have made a good faith report of suspected violations of this policy or any person who assists or participates in an investigation or assists or participates in a proceeding related to such investigation. Rainbow Rider will discipline or take other appropriate action against any employee or Board member who engages in acts of retaliation towards these individuals. For purposes of this policy, retaliation includes but is not limited to: any form of intimidation, reprisal or harassment.

5. Veterans Preference

Competitive examinations for positions within Rainbow Rider shall be open to all applicants who are citizens of the United States, or who are eligible and have applied for citizenship, or who meet all of the requirements for employment as defined by laws or U.S. Bureau of Immigration regulations; and who meet reasonable qualifications or standards prescribed by the Administration Office that relate to the abilities of candidates to perform the duties of the position efficiently. Pursuant to state law, Rainbow Rider will grade an open competitive examination on a 100-point scale. For those positions requiring that veteran's preference be provided, Rainbow Rider will apply veteran's preference points in accordance with the provisions of Minnesota's Veteran's Preference Law

Rainbow Rider recognizes the provisions of the Minnesota Veteran's Preference Act and that all provisions of said Act govern all employees of Rainbow Rider who are eligible veterans insofar as disciplinary actions against said employee. For employee's subject to the Minnesota Veterans' Preference Act, and subject to the limitations of Minnesota Statutes, section 197.46 (as amended) and other applicable law, Rainbow Rider will provide written notice of the charges against the employee in a notice of proposed discharge, and follow all other provisions of Minnesota Statutes, Section 197.46 (as amended).

6. Pay, Benefits & Pensions

a. Salary Arrangements

Payroll for all employees will be generated every two weeks (with 26 pay periods in a year) and direct deposited into the employee's designated account. Payroll will be based on the previous 2 weeks worked. ***Timesheets are due at the Lowry office immediately upon completion of the pay period.***

Your basic pay is outlined in your notice of assignment. You will be notified of any subsequent amendments to your pay.

i) *Performance Evaluations*

Each new employee of the Rainbow Rider Transit Board will receive informal and formal reviews during their probationary period. Upon successful completion of probationary period, employees may receive annual comprehensive performance evaluations on or *prior to* their employment anniversary date.

Salary increases, if any, will become effective the first day of the pay period following the employee's anniversary date. Rainbow Rider reserves the right to freeze or reduce wages.

If any questions arise in regard to wages or if it looks as if a mistake has been made, speak to your supervisor or Human Resources immediately so that they can take appropriate action. Unless agreed otherwise, any pay errors will be rectified in the next pay period after the error is discovered.

Appropriate deductions will be made from pay including income tax.

ii) *Dual Positions Compensation*

When dispatch has to fill in for a driver or complete a scheduled ride, they will earn their same hourly rate they earn as a dispatcher. When a driver has to fill in as a dispatcher, they will earn their same hourly rate they earn as a driver. This is based on a "fill-in/as-needed" basis, whereas, if it were to become a more permanent basis, wages could be negotiated.

b. Overtime

For employees whose positions are not exempt from the Fair Labor Standards Act ("FLSA"), overtime is defined as all hours worked in excess of 40 hours *in a work week*.

1. **For purposes of computing overtime, work weeks shall begin at 12:00 a.m. on Saturday.**
2. Hours worked by non-exempt employees in excess of forty (40) per week shall be compensated at one and one-half (1 ½) times their hourly wage rate.
3. For the purposes of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
4. No employee may work overtime without the prior approval of his or her supervisor.

c. Health/Dental Insurance

Rainbow Rider's health insurance plan provides employees and their dependents access to medical and/or dental insurance benefits.

There will be a 30-day waiting period for eligible new hires and coverage will begin the first day of the month following completion of the waiting period. Open enrollment for health insurance will occur October – November each year renewing on January 1 of the following year. Enrollment for dental insurance is a one-time option and there will be no open enrollment period. Enrollment for dental insurance after January 1, 2018 will only be available to new hires or employees with a qualifying event (ex: loss of coverage through a spouse's plan).

Permanent, full-time status employees, working 30 hours or more per week, may participate in the health and/or dental insurance plans subject to all terms and conditions of the agreement between Rainbow Rider and the insurance carrier. Rainbow Rider offers several different health and/or dental insurance options. Coverage, premiums and deductions may vary with each plan.

Rainbow Rider offers:

- If you sign up for Single coverage, Rainbow Rider will contribute up to \$675/month
- If you sign up for Employee+One coverage, Rainbow Rider will contribute up to \$700/month
- If you sign up for Family coverage, Rainbow Rider will contribute up to \$900/month

If you waive health coverage and opt to do supplemental plans only, Rainbow Rider will contribute up to \$600/month.

Eligible employees will receive the full benefit in their final month of employment. A change in employment status that would result in loss of eligibility to participate in the health/and or dental insurance plan may qualify an employee for benefits continuation under COBRA. Under COBRA, the employee or beneficiary pays the full cost of coverage plus an administrative fee. For additional information on COBRA, contact Human Resources.

No coverage will be paid by Rainbow Rider during any leave of absence without pay except as required by statute. If an employee finds it necessary and is approved to take such a leave of absence, it will be the employee's responsibility to make prior arrangements with Human Resources to assume payment of their entire premium.

d. Retirement

Employee and Rainbow Rider will pay into PERA (Public Employee Retirement Association) and Social Security in accordance federal and state laws.

7. Leave Arrangements

a. Paid Time Off (PTO)

During the first 5 years of service, full-time employees will be credited with 16 days (128 hours) of leave annually, *hours accrued by pay period as shown below*. Employees will begin accruing Paid Time Off (PTO) immediately upon hire but time off will not be eligible for use until completion of the probationary period. Part-time employees will accrue PTO at a rate proportional to the hours they work in a pay period vs. hours that a full-time employee would work in a pay period in that position.

PTO Accrual for Full-Time Employees

Years 1 thru 4	(16 days/128 hours)	4.92 Hours per Pay Period
Years 5 thru 9	(19 days/152 hours)	5.85 Hours per Pay Period
Years 10 thru 14	(22 days/176 hours)	6.77 Hours per Pay Period
Years 15+	(25 days/200 hours)	7.69 Hours per Pay Period

i) Maximum

PTO may be accumulated up to 30 days (240 hours) and employees will lose accumulated PTO in excess of that maximum on December 31st each year. Notification of PTO accumulated will be printed each payday on employee's paystub.

ii) Forms

PTO must be requested by completing a Time-Off Request.

Requests must be submitted to supervisor for approval no later than 3 weeks prior to the pay period the time-off applies to, as schedules will be posted two to three weeks in advance.

For Drivers only:

Once schedules are posted and day off is needed (non-emergency), it will be the driver's responsibility work with dispatch to find their replacement and ensure dispatch knows who will be covering that shift. If a replacement is not found and the driver doesn't show up to work on the day they are requesting off, they may be disciplined. If the time off is needed as a result of a personal emergency, then other arrangements can be made to ensure the driver can get the time off.

The process that will be used in determining whether or not a time-off request will be honored, will consist of a combination of and in no particular order:

1. The order in which time-off requests were submitted and received by the supervisor; and/or
2. If the time-off request was submitted and received before the established deadline.

PTO will not be granted to employees for days they are not regularly scheduled to work or for more hours than what are typically worked in a day. Requests for less than 2 hours will not be honored, except as required by applicable law.

An employee may take PTO for an unplanned “emergency” without requesting it in advance. For purposes of this Policy, “emergency” (or unplanned) PTO refers to PTO taken due to the employee’s illness or injury, the illness or injury of the employee’s child, spouse, adult child, sibling, parent, mother in-law, father in-law, grandchild, grandchild, or stepparent. PTO may also be used on an emergency basis for any other purpose for which sick leave could be taken under Minnesota Statutes, section 181.9413 (as amended) or other applicable law. Employees using emergency PTO may be required to substantiate their absence and/or face disciplinary action. Employees using PTO on an emergency basis must inform their supervisor of the leave no later than one hour before the start of their regular shift, if possible. If it is not possible to provide notification due to an exigent circumstance – such as hospitalization – then the employee must notify their supervisor of their absence as soon as possible.

iii) Resignation

Employees who wish to resign in “good standing” shall provide written notice to their immediate supervisor at least two (2) weeks prior to the effective date of resignation. The immediate supervisor shall forward such notice to Human Resources. Once received by Human Resources, resignations shall be considered formally accepted by Rainbow Rider, and may not be rescinded. If an employee does not resign “in good standing” letters of recommendation will not be given. All employees who resign after successfully completing the probationary period will receive payment of accumulated PTO up to, but not exceeding, 30 days (240 hours) with their final pay. An employee receiving a pay-out of PTO will not be paid for a holiday that occurs after the last working day.

b. Employees with Sick Leave Balances prior to January 1, 2016:

Sick Leave under the personnel policies prior to January 1, 2016 will be transferred into a “Sick Leave Bank” which will be available for use after 3 successive days and must qualify as an Acceptable use of Sick Leave (see below). *Sick Leave will not be granted to eligible employees for days they are not regularly scheduled to work or for more hours than what are typically worked in a day.* This leave will be paid out at the pay rate employed at as of December 31, 2015.

i) Acceptable use of Sick Leave

Sick leave may be used for the following purposes:

- a. For the employee’s illness or injury, or to care for the employee’s absences due to an illness of or injury to the employee's child, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or

stepparent; or medical or dental care for a child that cannot be administered after normal working hours.

- b. Death in the employee's immediate family (see below) or of a fellow employee.
- c. Serving as a pallbearer.
- d. Disability certified by a physician; or
- e. Any purpose authorized by law, including, but not limited to, Minnesota Statutes, section 181.9413 (as amended). For additional information as to when sick leave may be utilized, employees should contact Human Resources.

Immediate family will be defined as children, spouse, parents, grandparents, grandchildren, siblings, spouse's parents, spouse's siblings, daughter in law, son in law, guardians, wards, or relatives living in the home of the employee.

ii) Resignation and Sick Leave Balances prior to December 31, 2015

Employees with more than 10 years of service on December 31, 2015 **may** receive, at the discretion of the Rainbow Rider Transit Board, as severance pay up to 100 hours of accumulated, but unused Sick Leave if they voluntarily resign in "good standing," as defined in these Policies. Employees who are terminated or who resign not in "good standing" are not eligible to receive such severance. Severance paid pursuant to this provision will be paid out at the employee's pay rate as of December 31, 2015.

c. Holidays

The following days have been designated as official paid Holidays for full time employees and will only be paid if the employee is actively employed during the period when the holiday occurs:

New Years Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Christmas Day	December 25th

When Christmas Eve falls on a week day Rainbow Rider will close at noon. The remainder of the day is unpaid. If a holiday falls on Saturday, the preceding Friday will be designated as the official holiday. When a holiday falls on Sunday the following Monday will be designated as the official holiday.

Each part-time non-exempt employee automatically gets four hours of holiday pay for all six holidays that Rainbow Rider recognizes, whether they work those days or not.

d. *Miscellaneous Leaves*

Jury Duty

Employees called for jury duty on days they are scheduled to work shall receive their normal compensation for those days. If an employee is excused from court duty prior to the end of the work shift, the employee shall return to work as directed by Rainbow Rider or make arrangements for a leave, with or without pay.

Employees subpoenaed as a witness in an official capacity or for Rainbow Rider business will receive their normal compensation. Employees shall turn over to the Transit Director any per diem payment received as a result of serving on a jury or as a witness. Money received as expenses shall be kept by the employee.

Any other absence to testify in litigation or administrative hearings not involving the federal government, the State of Minnesota, or a political subdivision therefor and, not in the status of an employee, but as an individual, shall be taken as PTO or as a leave of absence without pay.

Military Leave

Employees shall be entitled to leave without pay for military service, including training in the National Guard, consistent with the Uniformed Services Employment and Re-Employment Act of 1994 (“USERRA”), as amended, and Minnesota Law, including, but not limited to, Minnesota Statutes, Chapter 192 (as amended). Employees may be entitled to leave of absence with pay for military service, including training in the National Guard or reserves, in accordance with the USERRA or Minnesota law, including, but not limited to, Minnesota Statutes, Chapter 192 (as amended).

Other Leaves Permitted by Statute

Employees may be entitled to leave, with or without pay, for various purposes authorized by applicable law. All such leaves will be subject to the provisions of the applicable law.

Other Unpaid Leave

Leave for up to 6 months without pay or leave may be granted by the Rainbow Rider Transit Board, at its sole discretion.

e. *Family and Medical Leave Act Leave*

Eligible employees, as determined by the Transit Director or his/her designee, may be entitled to take unpaid leave pursuant to the Family and Medical Leave Act (“FMLA”) for the purposes described in 29 U.S.C. § 2612 (as amended). All such leave, including the responsibilities of Rainbow Rider and its employees related to such leave, is subject to the conditions prescribed in the FMLA and the Department of Labor’s regulations implementing the FMLA.

The minimum requirements for eligibility for leave are that the employee must have been employed by Rainbow Rider at least twelve (12) months and must have worked at least 1250 hours within the previous twelve (12) months. Additional eligibility requirements also apply.

For additional information regarding FMLA leave, including the circumstances in which such leave may be taken, employees should consult the posted notices. In addition, as permitted by the FMLA, Rainbow Rider places the following restrictions on eligible employees' use of FMLA leave:

Rainbow Rider has designated a "rolling" 12-month period for purposes of determining employees' entitlement to FMLA leave. The "rolling" 12-month period is measured backward from the date an employee uses any FMLA leave.

Any employee may take available leave as part of the approved period of FMLA leave. All employees who have accrued leave in excess of 25 days of PTO must use paid leave in simultaneously in conjunction with FMLA leave.

An eligible husband and wife couple employed by Rainbow Rider are permitted to take a combined total of 12 work weeks of FMLA leave in a single 12-month period if the FMLA leave is: (1) due to the birth of a son or daughter of the employees, (2) due to the placement of a son or daughter with the employees for adoption or foster care, or (3) in order to care for a parent of the eligible employee.

An eligible husband and wife couple employed by Rainbow Rider are permitted to take a combined total of 26 weeks of FMLA leave during a single 12-month period for purposes of "service member family leave," as defined by the FMLA. Employees are required to use all accrued sick leave, vacation leave, compensatory time and any other accrued paid leave concurrently with leave provided under the FMLA. The combined paid and unpaid time cannot exceed the applicable 12-week or 26-week maximum FMLA leave time. FMLA leave may run concurrently with a worker's compensation absence if the on-the-job injury or illness also qualifies as a serious health condition under the FMLA.

Benefit accruals, including but not limited to, vacation, sick leave, and holiday pay, will be suspended during FMLA leave and will resume upon return to active employment.

When the necessity for FMLA leave is foreseeable, the employee must give Rainbow Rider at least 30 days of advance notice of the need for the leave. In the case of foreseeable FMLA leave due to a qualifying exigency, notice must be provided as soon as practicable. If the need for FMLA leave is not foreseeable, the employee needs only to give Rainbow Rider such notice as is reasonably practicable.

Employees will be required to provide a medical certification if the leave request is: 1) for the employee's own serious health condition, 2) to care for a family member's

serious health condition, or 3) military caregiver leave. Failure to provide the requested certification in a timely manner may result in denial of the leave until it is provided. If an employee refuses to provide a certification, his/her leave request may be denied and the employee may be disciplined.

Final approval of an FMLA leave request is contingent upon the Transit Director's approval. Periodic updates and additional documentation supporting the continued need for FMLA leave may also be required.

Rainbow Rider, at its expense, may require a medical examination by a health care provider of its own choosing if it has a reasonable question regarding the medical certification provided by the employee. In lieu addition to seeking of a second opinion, Rainbow Rider may contact the health care provider directly to clarify or authenticate a medical certification, including certifications for military caregiver leave. Second opinions will not be required for military caregiver leave.

Separate certification may also be required regarding the nature of the family member's military service and/or the existence of a qualifying exigency.

Upon return from FMLA leave, the employee will be reinstated to his/her original position or an equivalent position; the same benefits the employee had at the beginning of his or her FMLA leave will also be restored unless something changed at Rainbow Rider. An employee who fails to return at the end of FMLA leave will in most cases be considered to have voluntarily resigned his/her position with Rainbow Rider. Employees who do not return to work at the end of their leave will be terminated and will be required to reimburse Rainbow Rider for the insurance premiums paid by Rainbow Rider during the leave.

Benefit accruals such as PTO or holiday benefits will be suspended during the unpaid Family Leave and will resume upon return to active employment.

An employee granted leave under this policy will continue to be covered under Rainbow Rider's insurance benefit plans that he/she is enrolled in, under the same conditions as coverage would have been provided if the employee had been continuously employed.

An employee returning to work after an FMLA leave for the employee's own serious health condition will be required to provide their doctor our fitness for duty form. The doctor should have the employee perform the tasks listed on the fitness for duty form and then determine whether or not the employee is 100% ready to return to work.

The FMLA is a complex area of law with detailed federal regulation that is impacted by other related issues. Questions should be directed to Human Resources.

f. *Minnesota Parenting Leave*

Minnesota Statutes, section 181.941 (as amended) provides employees the opportunity to request and obtain up to twelve (12) weeks unpaid leave for childbirth or adoption, or for a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. To be eligible for Minnesota Parenting Leave, an employee must have been employed by Rainbow Rider in a half-time position (at least forty (40) hours per pay period) for at least twelve (12) consecutive months immediately preceding the request for leave. The employee may determine when the twelve (12) weeks is to begin, provided that leave taken due to the birth or adoption of a child must begin within twelve (12) months of the birth or adoption (or after the child leaves the hospital if the child remained hospitalized after the mother was discharged). If this type of leave is requested, and if the employee is FMLA-eligible, the time off from work is deemed FMLA leave and will be recorded as such.

8. *Safety*

a. *Introduction*

It is your duty as an employee not to put at risk, either yourself or others by your acts or omissions. You should also ensure that you are familiar with Rainbow Rider's health and safety policies and procedures. Should you feel concern over any health and safety aspects of your work, this should be brought to the attention of your manager immediately.

State law requires that an employee report all injuries to his/her supervisor. If necessary, you will be sent to a doctor or to the hospital for treatment. There is a first aid kit located in every Rainbow Rider bus and van as well as in every Rainbow Rider facility.

b. *Procedure in the event of an accident*

An accident/incident form is available and it is the responsibility of each individual employee to report and record any accident/incident involving personal injury. Any accident or near miss occurrence (i.e. no one was injured but the incident had the potential to injure or kill) at work should be reported immediately to your supervisor.

If it is found that an incident wasn't properly reported, an investigation into the situation will begin and if found that the employee didn't follow policy, disciplinary procedures will begin:

1. Written warning (placed in employee personnel file)
2. Final warning (place in employee personnel file)
3. Termination

c. *Fire Safety*

Employees must follow these steps to help prevent fires:

- Before you use any electrical appliances, check to make sure that the cables, plugs, etc. are not damaged.
- Do not use any electrical equipment that shows signs of damage, even if you think it is only minor. Report any faults you find to your supervisor and find an alternative appliance.
- Follow all evacuation guides.

d. *Personal Safety*

Always be vigilant when coming to and from work as well as during the performance of your duties. Use good personal judgment “common sense” and protect yourself, your passengers, and all company Rainbow Rider assets. This includes reporting an unusual, unsafe, or suspicious activity to the appropriate personnel.

Employees should not be alone in any Rainbow Rider building or facility. If an employee is going to work alone at any time, he or she should take reasonable safety precautions, including locking doors, to protect themselves.

Employees who work off-site or leave for a meeting should let your colleagues know where you are going, with whom and what time you are expecting to return. If you think that you are going to run over your original timescales, let your colleagues know.

If you are at all concerned that you are being placed in a dangerous situation through your employment, you must discuss this with your supervisor.

e. *Suspension of Transit and Administrative Services*

Rainbow Rider will have up to twenty (20) hours per year to use towards the closing of operations due to inclement weather. This can be broken down to hourly, if needed, in the cases where Rainbow Rider opens late or closes early. These “weather-closing days” will guarantee that any employees who are working on the day that Rainbow Rider is closed due to inclement weather that they will get paid their regular hourly rate for the amount of their shift that particular day. For example, if inclement weather doesn’t happen until mid-day and Rainbow Rider closes down at 2:00p.m., each driver will get paid their hourly rate that day until the time they were scheduled to work that day, even though their shift ended at 2:00pm. If they were scheduled to work until 5:00pm that day, they would get paid three hours of out of the 20 hours of “weather-closing days”. These 20 hours do not carry over to the next year, but instead start over at the beginning of every fiscal year. On-call drivers may not utilize this benefit. The use of these 20 hours will be automatic and directed by the office until the hours are used completely. If Rainbow Rider closes operations for inclement weather, no employee is authorized to come in for work.

The Transit Director may suspend transit and/or administrative services due to inclement weather, or emergency situations:

- a. For salaried employees, suspension of services will relieve them of the responsibility to conduct their work activities for that day, unless there are duties required to meet deadlines, in which case those must be completed prior to leaving for the day.
- b. For hourly employees, suspension of services with more than 6 hours of notice will relieve them of the responsibility to conduct their work activities for that day and those hours will not be paid. Hourly employees who receive fewer than 6 hours of notice of suspension of services will be paid at least 2 hours show-up pay, regardless of whether they started work that day, and the remaining hours will be unpaid. (2 hours show-up pay only applies to those hourly employees who were scheduled to work that day and no other reason)

f. *Bad Weather Policy*

For salaried and hourly employees not involved with the direct operation of dispatch and/or buses, absence due to weather may use PTO or leave without pay on days the transit system and administrative offices are open for business. For salaried and hourly employees involved with the direct operations of dispatch and/or buses unauthorized absence due to weather on days when Rainbow Rider and administrative offices are open for business may result in disciplinary action if the company chooses to remain operating to the public and their absence places undue hardship upon operations of the company.

9. Training and Development

a. Travel and Expense Policy

The following rules and regulations govern the submission of expense vouchers for reasonable and legitimate expenses incurred by Rainbow Rider employees while conducting Rainbow Rider business. Only actual expenses incurred may be submitted on an expense voucher for reimbursement, regardless of any maximum rate established by Rainbow Rider for reimbursement of particular categories of expenses. Employees traveling on official business are expected to refrain from incurring unnecessary expenses.

i) Compensation for Travel Time

Any time a driver has to drive to a location other than their home-base facility, they can submit mileage for that trip—for the beginning and end of the day. Reimbursement will only be made for miles over what is typically traveled each day to your home-base facility. Mileage reimbursements are not a part of your normal payroll. They will be a separate check. Please submit your mileage vouchers at the end of every month.

ii) Business Travel

You will be reimbursed for any expenditure necessarily incurred in order to do your job when working away from your normal place of work. Public transport and accommodation costs will be reimbursed at actual cost – appropriate receipts must accompany all claims. Mileage rates when travelling by your own private transport are at the current IRS rate per mile. All out-of-state travel and training must be approved by the Rainbow Rider Transit Board before any expenses are incurred. No airfare or hotel costs will be reimbursed unless the employee first obtained permission from the Rainbow Rider Transit Board.

iii) Who is entitled to reimbursement

Employees who are conducting the business of the Rainbow Rider Transit Board as approved by the Transit Director are entitled to reimbursement for expenses consistent with this policy. The Transit Director or Rainbow Rider Transit board must approve all travel for conferences, training, and similar programs before expenses may be incurred.

iv) Home Base Facility

The home base location will be that place from which the employee normally departs for the regular performance of official duties. Mileage will be computed from that location.

v) Mode of Transportation

All travel must be by the most economical, usually travelled route. Employees who are required to travel on official business by public conveyance are asked to purchase round trip economy tickets when such purchase results in financial savings. When cash fare is paid, the employee must furnish a receipt and expense voucher in order to be reimbursed. Transportation includes all necessary official travel on railroads, airlines, taxicabs, buses, and personal vehicles.

- Taxicab or other vehicle fare from station, terminal, or airport to place of business, and from place of business to station, terminal, or airport will be allowed when the cost is justified by appropriate saving of staff time. In the event other modes of transportation are not running, the hire of cabs will be allowed provided proper explanation is made and receipts are provided.
- Reimbursement for the use of personally owned vehicles used on Rainbow Rider business will be made at the rate equivalent to that of the current IRS rate. Parking fees and tolls are eligible expenses. You are required to provide an internet map print out of the miles and route taken.

vi) *Meals*

Meals eligible for reimbursement are breakfast, lunch, and dinner. Claims for meals may include tips. No expenses for alcohol beverages will be reimbursed. Meals are reimbursable to employees absent from their normal place of employment or residence on official business at the customary mealtime. No claim for breakfast is allowable when departure from home or official headquarters occurs after 7:00 a.m. No claim for lunch is allowable if place of headquarters could have been reached between the hours of 11:00 a.m. and 1:00 p.m. No claim for dinner is allowable if place of headquarters or residence could have been reached before 6:30 p.m. Times of departure and arrival should be listed for all trips where meal expense is claimed.

- Claims for meals for employees will be for the actual amount expended and will include tips or gratuities. Claims for meals will not exceed the following maximum allowance and must be accompanied by a detailed receipt:

All day: \$40.00

Meals included as part of a conference, convention, or similar program will be paid in full, whether those meals are included in any registration or tuition fees or presented as a separate charge, and regardless of whether the cost exceeds the established maximum. **All such expenses must be approved in advance by the Transit Board.**

vii) *Miscellaneous Expenses*

- a. Telephone calls when official business.
- b. Checking baggage.
- c. Conference registration fee.
- d. Meter parking and other parking expenses.

Costs associated with entertainment, sightseeing, networking, golf, or any other events that are in addition to any registration for a conference or seminar will not be reimbursed.

viii) *Receipts*

Detailed, itemized receipts must be submitted with a Rainbow Rider Voucher for every item of expense except:

- a. Taxicab fares under \$4.00.
- b. Tolls.
- c. Meter parking.

A valid detailed receipt must include:

- a. Date of service.
- b. Description of service or product purchased
- c. Amount paid.
- d. Signature and address of payee.

No item of expense will be approved where a receipt is missing unless it is impractical or impossible to secure a receipt. In this case, the failure or inability to do so must be fully explained.

b. Approval of Expenses

All claims for reimbursement must be submitted by the end of the month following the month in which the expense was incurred. As discussed above, detailed, itemized receipts shall be submitted with the claim for reimbursement.

Reimbursement claims must be submitted prior to the last day of the following month of an expense being incurred. Rainbow Rider reserves the right to deny the reimbursement of any claims submitted after that date. Claims are to be submitted on the appropriate reimbursement form.

Approval of all travel expenses incurred by employees will be subject to review and signature of the Transit Director and/or the Rainbow Rider Transit Board.

i) Signature and Falsification of Expense Voucher

Signing an expense voucher certifies the truth and correctness of the expense account. Knowingly submitting a false or inaccurate expense vouchers, receipts, or other records may result in discipline, up to and including termination.

10. Leaving Rainbow Rider

a. Notice Periods

As provided in these policies, Rainbow Rider employees wishing to separate from Rainbow Rider “in good standing” must provide written notice to their immediate supervisor at least two (2) weeks prior to the effective date of resignation.

Rainbow Rider reserves the right to assign employees who provide notice of their intent to resign to other suitable duties during the notice period.

Employees who separate from Rainbow Rider are required to immediately return any Rainbow Rider property, including:

1. Apparel that Rainbow Rider has purchased for you to wear.
2. Files (related to another employee or work information), digital files

3. ID Badge
4. Keys (all copies) to garage and/or office

Any of these items that are not in their current possession, will still need to be either turned in personally at an agreed upon date, place and time with the Supervisor or mailed by the separating employee to the Lowry office.

b. *Other Conditions on Leaving*

After you have left you must not use or divulge to any person or organization any private, confidential, or other not public data obtained by virtue of your employment with Rainbow Rider.

11. Disciplinary and Appeal Procedures

Except as provided by law, applicable collective bargaining agreement, or applicable employment contract, all employment with Rainbow Rider is “at-will” and may be terminated by either Rainbow Rider or the employee at any time, for any legal reason or no reason.

a. *Administrative Leave*

Employees may be placed on administrative leave during the pendency of an investigation into allegations against them. Placement on such leave is not disciplinary and does not constitute a “suspension” for purposes of this policy. The administrative leave for investigation will be an unpaid leave, unless the investigation shows there was no wrong-doing on the employee’s part who is being investigated. As such, this employee will be allowed to return to work and will be paid those days they were on administrative leave. Should the investigation prove there was wrong-doing on the employee’s part and termination follows, the administrative leave will remain being unpaid.

b. *Counseling*

Counseling is an attempt to correct a situation and prevent it from getting worse. Counseling may be used in lieu of, or in conjunction with, disciplinary measures, at the discretion of Human Resources and Transit Director.

A record of the counseling should be given to the employee and a copy retained in their personnel file. The failure to correct behavior after receiving counseling may be grounds for discipline, up to and including termination.

c. *Disciplinary Procedure*

Rainbow Rider reserves the right to take any disciplinary action at any time. Discipline may be in one or more of the following forms, depending on the nature and severity of the conduct and the employee’s prior discipline history. Nothing in this policy shall be

construed as requiring Rainbow Rider to impose discipline in any particular order. Nothing in this policy is intended to, or can be construed as, altering the at-will status of Rainbow Rider employees or creating any type of "just cause" standard for discipline or termination.

1. Documented verbal warning
2. Written warning (placed in employee's personnel file)
3. Final warning (placed in employee's personnel file)
4. Termination

Except for probationary employees, all disciplinary decisions are subject to the grievance procedures described in Section (d) of these policies.

Rainbow Rider recognizes the provisions of the Minnesota Veteran's Preference Act and that all provisions of said Act govern all employees of Rainbow Rider who are eligible veterans insofar as disciplinary actions against said employee. An employee who appeals a disciplinary action under the Minnesota Veteran's Preference Act waives his/her rights to an appeal under Rainbow Rider grievance provision.

i) *Grounds for Disciplinary Action* (**that will lead to dismissal if not improved in a 12-month time period**)

Employees may be subject to disciplinary action, up to and including immediate termination, for any of the following causes:

1. Incompetency, inefficiency or ineffectiveness in the performance of duties.
2. Inability to perform the essential functions of the employee's job, whether due to physical or mental impairment, or otherwise.
3. Any possession, sale, distribution, possession, or unauthorized use of alcohol or controlled substances, during working hours and/or while representing Rainbow Rider.
4. Being under the influence of alcohol, drugs, or controlled substances while performing duties for Rainbow Rider, while on agency premises, or while acting as a representative of Rainbow Rider off premises.
5. Criminal conduct, which would constitute a felony or a misdemeanor except as limited by Minnesota Statutes, Chapter 364.
6. Willful misconduct or insubordination.
7. Theft, misuse, carelessness and/or negligence in the handling or control of Rainbow Rider property or the appropriation of Rainbow Rider property for the employee's own use without permission or adequate payment thereof.

8. Discourteous, hostile, insulting, abusive, or inflammatory conduct toward the public, a fellow employee or fellow employees, a supervisor or supervisors, or a member of the Transit Board or members of the Transit Board.
9. Unexcused absence from work.
10. Tardiness in reporting to work.
11. Acceptance of a gift under circumstances from which it could be inferred that the giver expected or hoped for preferred or favored treatment in a matter.
12. Dishonesty in performance of duties.
13. Violation of Rainbow Rider policies and procedures, including safety and/or health policies and procedures.
14. Improper reproductions or misuse of copyrighted computer software or other copyrighted materials.
15. Theft of Rainbow Rider property or personal belongings of others.
16. Abuse of official position with Rainbow Rider to achieve personal, political, or financial gain.
17. Falsely stating or falsely making claims of injury or illness.
18. False or inaccurate claims for reimbursement of expenses.
19. Disorderly, abusive, or indecent conduct that causes disruption of the work environment, including fighting.
20. Gambling on Rainbow Rider property, or using Rainbow Rider equipment, or resources.
21. Possession of weapons on Rainbow Rider property.
22. Sleeping during working hours.
23. Allowing unauthorized visitors into Rainbow Rider offices and locations.
24. Unauthorized disclosure of private, confidential, or nonpublic data.
25. Violation of any personnel policy adopted by the Transit Board.
26. Conduct endangering the welfare of a passenger, customer, or fellow employee

at any time or a member of the general public during working hours.

27. Disclosing private, confidential, or other not public data in violation of applicable law or Rainbow Rider policy.
28. Soliciting gifts, tips, gratuities, or other compensation from Rainbow Rider passengers and clients.
29. Failing to report any accident, injury, or incident as required by Rainbow Rider policies or applicable law.
30. Refusing breaks as directed by dispatch.
31. Any other conduct which, in the discretion of Rainbow Rider, constitutes a breach of the standards of behavior which it should reasonably expect of its employees.

Employment at Rainbow Rider may be terminated at the will of either the employee or Rainbow Rider, at any time, and for any legal reason or no reason.

For purposes of the Minnesota Government Data Practices Act, the imposition of discipline by the employee's supervisor or Executive Director, as appropriate, constitutes a final disposition of the disciplinary matter, unless the employee files a timely grievance. In such cases, the final decision of the Board of Commissioner following the grievance process shall constitute the final disposition.

d. Appeals

A formal system is established for resolving grievances between employees, Rainbow Rider's administrative personnel, and the Transit Board. In compliance with federal or state law, an employee or applicant may also grieve any alleged unsafe act or practice, adverse working conditions, violation of civil rights, and alleged hazardous materials management.

Every effort should be made to resolve disputes between an employee or groups of employees and Rainbow Rider management.

An employee who commences a grievance may not grieve the issue a second time. Similarly, commencement of a grievance under this procedure will preclude the employee from grieving the same issue under another Rainbow Rider grievance procedure or other process. In addition, a grievance not presented within timeline described in this policy will be considered waived.

Appeals Procedure

First Step. In order to minimize the possibility of a misunderstanding, employees are required to talk over their problem or grievance with their supervisor within ten (10) work days after the event causing the grievance. The supervisor may investigate and

evaluate the problem and must provide a written solution or explanation to the employee within ten (10) working days.

Second Step. If the employee is not satisfied with the recommendation provided by the supervisor, the employee will have ten (10) work days to file a written request to talk to the Transit Director about the grievance. Upon receipt of the grievance, the Transit Director will investigate all aspects of the situation and will provide a written decision within ten (10) work days of this discussion.

Third Step. Employees may appeal a decision by the Transit Director by submitting a written request for review along with copies of a written explanation of the problem to the Transit Board within ten (10) working days after the Transit Director's decision in the Second Step. The Transit Board will consider the request at its next regularly scheduled meeting, unless it receives the request for review five (5) working days or less than its next regularly scheduled meeting, in which case, it will consider the request at the subsequent regularly scheduled meeting. The Transit Board's decision shall be final, except as the employee may appeal the decision through any statutorily provided procedure, such as the Minnesota Veterans Preference Act.

Nothing in this policy is intended to limit, or can be construed as limiting, individuals' rights to initiate legal or administrative procedures, such as before the Equal Employment Opportunity Commission or Minnesota Department of Human Rights. Nothing in this policy shall alter the at-will nature of employment.

12. Confirmation of Receipt of Handbook Form

Rainbow Rider Transit Board

Name:	
Job Title:	
Supervisor:	

I confirm I have received a copy of the Rainbow Rider Personnel Policy and that I have read this and understood the contents.

I also confirm that I have sought clarification on any issues outlined in the policy which I am not clear about.

Signed: _____

Date: _____