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Access Services
Employee Handbook

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Employee Handbook Version Control

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Note  The contents of this handbook do not constitute nor should it be construed as a promise of employment or as a contract between Access Services (Access) and any of its employees.

Access reserves the right, with or without notice prior notice, from time to time and in its sole discretion, to change, rescind or add to any policies, benefits or practices described herein, other than the employment-at-will policy and the arbitration policy. The employment-at-will policy and/or the arbitration policy may only be changed by a fully executed written agreement between Access
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1 INTRODUCTION

This document has been developed in order to familiarize employees with Access and provide information about working conditions, key policies, procedures, and benefits affecting employment at Access.

1.1 Welcome

Welcome to the Access Team!

We are glad you have chosen to join the Access team. We are one of the largest paratransit organizations in the United States, as well as the Consolidated Transportation Services Agency for Los Angeles County. We take pride in serving the disability community and residents of the region, and are confident you will enjoy working with us.

The Employee Handbook has a lot of important information about working at Access, and you should read it carefully. You are expected to understand and follow all company policies. The latest revision of the Employee Handbook can always be located on the company’s SharePoint intranet. If you should have any questions, please feel free to ask your supervisor or the Human Resources Manager for clarification.

From time to time, it becomes necessary to update the Employee Handbook’s information and policies. Access may, in its discretion, modify, supplement, rescind or revise any provisions of this manual (other than the employment-at-will provisions). When revisions are made, you will be advised that the handbook has been updated and that the revisions are published on the SharePoint Intranet. You may also be asked to sign a form acknowledging the revisions.

Access welcomes new ideas that will improve our policies, the service we provide to our riders, and our working environment. If you have suggestions or input, your supervisor and the Management Team want to hear them. With all of us working together, we can achieve the best possible working environment dedicated to continuous improvement! We are happy to have you as a new member of our family!

Mission Statement

Access promotes access to all modes of transportation and provides quality and safe ADA paratransit service on behalf of public transit agencies in Los Angeles County.
Vision Statement
Access serves the community as the leader in promoting accessible and innovative transportation solutions.

We accomplish this vision by:

- Providing quality, efficient, safe and dependable ADA paratransit service.
- Leading the national dialogue as an advocate for universal access to transportation.
- Partnering with other entities to secure alternate funding sources and legislation that expands transportation options.

Values Statement

Respect - Treat all customers the way we, ourselves, would want to be treated.

Quality - Deliver results that exceed our customers’ expectations.

Responsive - Be sensitive to the needs of our customers and respond to their requests in a timely manner.

Professional - Demonstrate a measured and expert approach to the business at hand.

Leader - Develop and implement innovative ideas as part of a nationally recognized team.

1.2 History

Access Services, a local public entity, is the Los Angeles County Consolidated Transportation Services Agency (“CTSA”) and administers the Los Angeles County Coordinated Paratransit Plan (“Plan”) on behalf of the County’s 45 public fixed route operators (i.e., bus and rail). Pursuant to the Plan, Access facilitates the provision of complementary ADA paratransit services to certain persons with disabilities as required by 42 U.S.C. §12143 under the name “Access Paratransit.” Paratransit is an alternative mode of flexible passenger transportation that does not follow fixed routes or schedules. Typically, vans or mini-buses are used to provide paratransit service, but also shared taxis and jitneys are important providers as a form of transportation. Complementary ADA
paratransit is a federally mandated civil right for persons with disabilities who cannot ride the accessible public fixed route buses and trains.

As required by applicable regulations, Access Paratransit service is available for any ADA paratransit eligible individual for any purpose and to or from any location within ¾ of a mile of any fixed route bus operated by the Los Angeles County public fixed route bus operators and within ¾ of a mile around METRO Rail stations during the hours that the systems are operational. The service area is divided into regions and extends into portions of the surrounding counties of San Bernardino, Orange and Ventura that are served by Los Angeles County Fixed-route bus lines.

Access Paratransit operates seven days a week, 24 hours of the day in most areas of Los Angeles County. It is a shared ride service that is curb-to-curb and utilizes a fleet of small buses, mini-vans and taxis. Fares are distance-based and range from $2.75 to $3.50 for each one-way trip. Personal Care Attendants may ride with the qualified rider free. Different fares may be charged in the Antelope Valley and Santa Clarita Valley services areas, and during late-night service.

Access Services facilitates Access Paratransit service by entering into and administering federally funded regional contracts with independent private transit providers, which providers, in turn, supplies the reservation taking and transportation service in conformance with the Plan, applicable law and the contract. Access Services also leases vehicles to the regional providers at $1 per month to help facilitate the provision of service under the contracts. In total, the Access Paratransit system provides more than 2,334,000 qualified disabled riders in a service area of over 1,950 square miles. Access Services receives its funding for these services from Proposition C sales tax, Federal 5310 grants and fare box revenue.

In its function as the Consolidated Transportation Services Agency (CTSA) Access Services acts is a state mandated facilitator charged with the development and implementation of regional coordination of social service transportation to seniors, persons with disabilities, the young, and the low-income disadvantaged.

Access Services is governed by a nine-member board of directors with one appointment by each of: (i) the Los Angeles County Board of Supervisors, (ii) the City Selection Committee’s Corridor Transportation Representatives, (iii) the Mayor of the City of Los Angeles, (iv) the Los Angeles County municipal fixed-route operators, (v) the Los Angeles County local fixed-route operators, (vi) the Los Angeles County Commission on Disabilities, (vii) the Coalition of Los Angeles County Independent Living Centers, (viii) the Los Angeles County Metropolitan
Transportation Authority, and (ix) an alternating appointment by the municipal and local fixed-route operators.

1.3 Changes in Policy

This manual supersedes all previous employee manuals and memos. While every effort is made to keep the contents of this document current, Access reserves the right to modify, suspend, or terminate any of the policies, procedures, and/or benefits described in the manual with or without prior notice to employees.
2  **EMPLOYEE DEFINITION AND STATUS**

An “employee” of Access is a person who regularly works for Access on a wage or salary basis.

2.1  **Employment Classification**

All of our employees are employed at-will for an indefinite and unspecified duration. While we have every confidence in your selection for employment, our policy requires greater scrutiny and oversight of your job performance during the first few months of employment to assure you are properly trained, acclimated to our organization and are aware of the process and procedures that will allow you to better perform your tasks timely and efficiently.

Many of the benefits under our policies have standoff periods that require you be employed with us for a specified period of time before you become entitled to the benefit. Accordingly, new employees should examine each policy to determine whether and/or when they will become eligible.

Employees promoted or transferred to a new position will likewise undergo a period of greater scrutiny during which your supervisor will communicate the expectations of the position against which your performance will be measured.

**FULL/PART TIME EMPLOYEES**

Full time regular employees are defined as employees regularly scheduled to work 80 hours per bi-weekly pay period. Part time regular employees are defined as employees regularly scheduled to work less than 80 hours per bi-weekly pay period. Part time employees are not eligible for company benefits, unless otherwise required by state or federal law, except for holiday pay. Holiday pay is paid on a pro-rated basis according to the employee’s scheduled hours. For example, if a part time employee is regularly scheduled to work four hours on a day designated as a company holiday, that employee will receive four hours of holiday pay.

**EXEMPT EMPLOYEES**

Employees who are characterized by Access as exempt from the overtime provisions of state and federal law are paid a salary that is intended to fully compensate them for all hours worked each pay period; however few or many those hours are. The salary consists of a predetermined amount constituting the exempt employee’s compensation. That amount is not subject to reduction because of
variations in the quality or quantity of the employee’s work. As a general rule, an exempt employee’s salary is not subject to deductions except for required withholding or any voluntary deductions elected by the employee. Exceptions to the general rule will apply only when they are expressly authorized under applicable state and federal laws. A reduction may occur, for example, when an employee has exhausted all accrued PTO benefits and misses additional days of work for personal reasons. No deductions will be made unless they are permitted by the regulations issued under the Fair Labor Standards Act and any applicable state laws.

Exempt employees are generally those employees who are engaged in work that is primarily intellectual, managerial, or creative, and requires exercise of discretion and independent judgment. To be classified as exempt, the job duties must meet or exceed the criteria set forth by federal and state law.

NON-EXEMPT EMPLOYEES

Non-exempt employees include all regular employees who are covered by the overtime provisions of the Federal Fair Labor Standards Act and any applicable state laws. Employees in this category are entitled to overtime pay for work in excess of 8 hours in a workday or 40 hours in a workweek.

Non-exempt employees shall record all time worked, including time worked over their normal schedule, on the electronic timesheet system at the time it actually occurs. Time is rounded to the nearest quarter of an hour.

Since all employees are hired for an unspecified duration, these classifications do not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and Access. Accordingly, either the employee or the employer can terminate the employment relationship at will, at any time, with or without cause or advance notice.

TEMPORARY EMPLOYEES

A temporary employee is an employee that is hired to accomplish a particular project or specific task for a designated length of time, usually less than six months. However, an employee will not automatically change from temporary to any other employee status or classification merely by working in excess of the period originally expected and designated. An employee will change from temporary to regular status only if advised of such a change, in writing, by the Human Resources Department. Such notification will indicate the effective date on which the employee became or will become a regular employee. A temporary
Employee is not eligible to earn, accrue or participate in any company benefit programs, with the exception of holiday pay when a company holiday falls on a regularly scheduled work day.

**PROBATIONARY EMPLOYEES**

A probationary employee is any employee that has been subject to a progressive disciplinary action in which the action specifies that the employee has been placed on probationary status for a given length of time. See the Termination, Discipline, and Rules of Conduct Policy for further information.
3 EMPLOYMENT POLICIES

3.1 Equal Employment Opportunity (EEO)

It is Access’ policy to provide equal employment opportunities for all applicants and employees. Access does not unlawfully discriminate on the basis of race, color, religion, gender, family care status, marital status, Vietnam Veteran status, national origin, ancestry, citizenship, age, physical disability, mental disability, medical condition (including pregnancy, childbirth, or related medical conditions), sexual orientation or any other characteristic protected by state or federal law.

Access also makes reasonable accommodations for applicants and employees with disabilities, and prohibits the unlawful harassment of any individual as defined by state or federal law.

All employment decisions, including, but not limited to, recruitment, offers of employment, promotion, compensation, benefits, layoff, discipline, training, transfer, demotion, termination or any other terms, conditions, or privileges, are made without regard to any protected characteristic.

For more specific information about behaviors constituting unlawful discrimination and/or harassment, please refer to Access’ Policy Against Unlawful Harassment.

3.2 Affirmative Action Plan

As required by federal law, Access annually prepares an Affirmative Action Plan (AAP), which measures the success of equal employment practices in all areas of employment decisions including, but not limited to, recruitment, offers of employment, promotion, compensation, benefits, layoff, discipline, training, transfer, demotion, termination or any other terms, conditions, or privileges of employment, and social and recreational programs. Each AAP Plan year runs concurrent with the calendar year.

Access abides by and is compliant with Title VI of the Civil Rights Act of 1964. For more information regarding the Affirmative Action Plan or Title VI, please consult the Human Resources Manager.

3.3 Disability

1. Policy
An employee may be transferred, demoted, or separated from service for disability only when he/she cannot perform the essential functions of the job because of a physical and/or mental impairment and Access has engaged in an interactive dialogue with the employee and considered possible reasonable accommodations, in accordance with the Americans with Disabilities Act (ADA) and the Fair Employment and Housing Act (FEHA). An accommodation will not be provided if it would present a direct and imminent threat to the health and safety of the employee or others or would otherwise cause an undue hardship to Access based on all of the facts and circumstances.

2. Procedure

a. Request for Accommodation
An employee who desires a reasonable accommodation in order to perform essential job functions should make such a request in writing to the Human Resources. The request must identify: (a) the job-related functions at issue; and (b) the desired accommodation(s).

b. Reasonable Documentation of Disability
Following receipt of the request, the Human Resources may require additional information, such as reasonable documentation of the existence of a disability.

c. Fitness for Duty Examination
Access may require an employee to undergo a fitness for duty examination to determine whether the employee can perform the essential functions of the job with or without reasonable accommodation. Access may also require that an Access approved physician conduct the examination.

d. Interactive Process Discussion
After receipt of reasonable documentation of disability and/or fitness for duty report, Access will arrange for a discussion, in person or via telephone conference call, with the employee. The purpose of the discussion is to work in good faith to fully discuss all feasible reasonable accommodation(s).

e. Case-by-Case Determination
Access determines, in its sole discretion, whether reasonable accommodation(s) can be made, and the type of accommodation(s) to provide. Access will not provide accommodation(s) that would pose an undue hardship upon Access finances or operations, or that would endanger the health or safety of the employee or others. Access will inform the employee of its decision as to reasonable accommodation(s) in writing.
3.3.3.4 Employment at Will

Access uses all commercially reasonable efforts to ensure that this employment relationship will be satisfying and mutually beneficial. It is nevertheless clear that employment relationships may not always be successful or mutually satisfactory. It is important to remember that no job, title, status, evaluation or assignment creates a right to employment for a specified duration or a guarantee of employment for any specific length of time. All employment relationships with Access are at-will.

As employment relationships are at the mutual consent of the employee and Access, either the employee or Access can terminate the employment relationship at will, at any time, either with or without cause or advance notice. This represents an integrated agreement with respect to the at-will nature of the employment relationship. No one other than the Executive Director has the authority or legal ability to modify the at-will nature of the employment relationship. The Executive Director can do so only if it is done specifically and unequivocally in a written agreement that is signed both by the Executive Director and the employee.

3.4.3.5 Teamwork and Mutual Respect

Access is an organization made up of individuals, each with our own unique talents, harnessed together as a team in order to most effectively and efficiently fulfill the mission of this organization. Our success in this endeavor requires that we be effective as a team, work in concert with each other and not seek to act merely as “lone wolves.”

It is expected that each person will strive at all times to avoid situations that disrupt the efficient operation of Access, or that prompt others in their group to act or respond in a negative manner. Further, employees are expected to behave so as not to be insubordinate to a supervisor or to intentionally (or by omission) sabotage the efforts of other employees, teams or departments. We expect and require that while working for us you restrain your individual ambition to prevent clashes with fellow teammates and instead channel that ambition in positive ways to facilitate the camaraderie and teamwork required for long term success of the organization as a whole.

Teamwork is promoted and achieved when everyone acknowledges the team leader, respects the leader’s judgment and authority, and follows through on requests and directives without questioning them in a hostile or demeaning way. Mutual respect is the underlying factor that differentiates honest disagreement and/or discourse from unproductive
obstruction. If someone is known or reasonably believed to intend harm to the company, teams, or any individual, please discuss the matter with your supervisor or any other member of management, or with Human Resources.

Because our organization is a team, no individual -- no matter how great the talent or competency in core areas -- can be truly successful if they are unable or unwilling to work cooperatively and effectively with their teammates.

All offers of employment are contingent on verification of the candidate’s right to work in the United States. On the first day of work, every new employee will be asked to provide original documents verifying his or her right to work and, as required by federal law, to sign Federal Form I-9, Employment Eligibility Verification Form.

3.53.6 Safety

Access’ mission is to promote accessibility to all modes of transportation and provide safe, quality ADA paratransit service on behalf of public transit member agencies throughout Los Angeles County. Therefore, all Access employees and contractors are charged with the management of safety as a core function. Access is committed to developing, implementing, maintaining and constantly improving processes to ensure that all service delivery activities achieve the highest level of safety performance that meet or exceed established standards.

All levels of management, all employees and all contractors are accountable for the delivery of safe operations and promoting safety throughout the organization. This commitment starts with the Executive Director and is supported by the Access management team. To that end, the Chief Operations Officer, has been empowered and authorized by the Executive Director to develop, implement, and administer comprehensive safety programs to meet, or exceed, safety requirements set or planned by the U.S. Department of Transportation and Federal Transit Administration.

Access’ commitment is to:

• Support the management of safety through the provision of appropriate resources, that will result in an organizational culture that fosters safe practices, encourages effective employee safety reporting and communication, and actively manages safety with the same attention to results as other management systems of the organization;

• Support the activities of the Workplace Safety Committee;
• Integrate the management of safety among the primary responsibilities of all managers and employees;

• Clearly define for all staff, managers, and employees alike, their accountabilities and responsibilities for the delivery of the organization's safety performance and the performance of our safety management system;

• Establish and operate hazard identification and analysis, and safety risk evaluation activities, in order to eliminate or mitigate the safety risks of hazards resulting from our operations or activities;

• Ensure that no action will be taken against any employee who discloses a safety concern through the employee safety reporting program, unless disclosure indicates, beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures;

• Comply with, and wherever possible exceed, legislative and regulatory requirements and standards;

• Ensure that sufficient skilled and trained human resources are available to implement safety management processes;

• Ensure that all staff are provided with adequate and appropriate safety-related information and training, are competent in safety management matters, and are allocated only tasks commensurate with their skills;

• Ensure that all Access-procured vehicles are designed, built, tested and maintained per industry safety standards;

• Establish, measure and analyze safety performance against realistic and data-driven safety performance indicators and safety performance targets;

• Continually improve safety performance through management processes to ensure that appropriate safety management action is taken and is effective;

• Ensure externally supplied systems and services which support our operations are delivered in a manner consistent with our safety performance standards;

• Set safety performance standards for all contractors and hold them accountable to such standards;

• Promote a positive safety culture to employees, contractors, member agencies and the general public.
Workplace safety is the responsibility of every Access employee, and employees are expected to participate in promoting safety and accident prevention. While no list can possibly include every conceivable situation, below are some of the expectations of each employee.

1. Read posted evacuation routes and learn where fire extinguishers and first aid boxes are located. Each employee needs to know what to do in the event of an emergency, whether to evacuate the building or shelter in place.

2. Promptly correct or report any potentially unsafe or hazardous conditions to your supervisor or the Human Resources Manager. This may include:
   a. Wet or slippery floors;
   b. Obstructions in aisle ways or walkways;
   c. Equipment left in halls or walkways;
   d. Exposed wiring; or
   e. Unsafe conditions

3. Immediately report any accident, however minor, to your supervisor or the Human Resources Manager.

4. Horseplay, roughhousing, fighting or other inappropriate conduct is strictly prohibited on Access’ premises. Violation may result in disciplinary action, up to and including termination of employment.

5. Comply with all instructions received from Access’ representatives on safe and healthful methods of lifting, carrying and moving material.

Should an employee become injured, his or her supervisor must immediately complete an Accident/Incident Investigation Report. In addition, by law, Workers Compensation DWC Form 1 (Employee Claim) is required to be completed within 24 hours of the accident and Form 5020 (Employer’s Report of Injury) has to be completed within 72 hours.

Job related illnesses or injuries may entitle an employee to benefits under the state Worker’s Compensation law. Access provides Worker’s Compensation insurance and will assist employees in obtaining all benefits to which he or she is legally entitled.

Specific safety related programs and the emergency action plan are included in Section 10.
3.63.7 Employment of Relatives

Access may impose restrictions on the employment of relatives under certain circumstances. For the purposes of this policy, "relative" means the spouse, domestic partner, mother, father, mother-in-law, father-in-law, (step) son, (step) daughter, brother, sister, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, niece, nephew, grandparent or grandchild of any existing member of the Board of Directors, Advisory Committees, or employee.

Access considers business reasons of supervision, safety, security and morale when determining if employment of relatives should be restricted. For example, Access does not permit one relative to be under the direct supervision of the other relative. Access reserves the right to restrict two relatives from working in the same department, particularly if the work involves potential conflicts of interest or hazards that are greater for relatives than for other individuals.

Current employees who become related by marriage will be permitted to continue employment with Access only if they do not work in direct supervisory relationship with one another, and their employment does not compromise Access’ business needs. In the event that employees in a direct supervisory relationship become related by marriage, Access will attempt to reassign one of the employees to another available position for which he or she is qualified. If no such position exists, one of the related employees may be required to leave Access. The decision as to which employee leaves will initially be left to the related employees. In the event that no alternative position is available and neither employee voluntarily leaves Access, the decision will be made by the Executive Director.

Access will not consider any current member of its Advisory Committees or the Board of Directors for a position within the company due to the conflict of interest that it may create, whether actual or perceived.

Any relative considered for employment under this policy must meet all selection standards and fulfill all job qualifications.

3.73.8 Personnel Records

It is important that Access’ personnel files contain current information regarding each employee. Employees should inform the Human Resources Manager immediately whenever there are changes in the employee’s personal data such as address, telephone number, marital status, number of dependents, person(s) to notify in case of an emergency and any insurance beneficiary designation.
Employees have the right to inspect his or her personnel file at reasonable times with reasonable notice. Employees may contact the Human Resources Manager to arrange a convenient time to review his or her records. Employees may also obtain copies of any document in his or her personnel file that the employee signed.

Personnel files are the property of Access.

### 3.8.3.9 Agreement to Arbitrate Claims

The employee should recognize that differences may arise between Access and the employee during or following employment with Access, and that those differences may or may not be related to employment. The differences that cannot be resolved between the employee and his or her Supervisor and/or Manager will, under this agreement, be submitted to binding arbitration. The employee understands and agrees that by entering into this Agreement to Arbitrate Claims (the "Agreement"), he or she anticipates gaining the benefits of a speedy, impartial dispute-resolution procedure. The employee acknowledges that by agreeing to arbitrate any "claims" (as defined below), he or she and Access are each waiving any right they may have to a trial by court or jury on such matters.

The term “the Agency” as used in this agreement shall include not only Access, but also all subsidiary and affiliated entities, all of their benefit plans, the benefit plans’ sponsors, fiduciaries, administrators, affiliates, and all successors and assigns of any of them.

1. **Claims Covered by the Agreement**

The Agency and the employee mutually agree to the resolution by arbitration of all claims or controversies ("claims"), connected with or arising out of employees' employment (or termination), that the Agency may have against the employee or that the employee may have against the Agency or against its Officers, Executives, employees or agents in their capacity as such or otherwise. The claims covered by this Agreement include, but are not limited to, claims for wages or other compensation due; claims for breach of any contract or covenant (express or implied); tort claims; claims of discrimination or harassment (including, but not limited to, race, color, religion, gender, family care status, marital status, Vietnam Veteran status, national origin, ancestry, citizenship, age, physical disability, mental disability, medical condition, including pregnancy, childbirth, or related medical conditions, sexual orientation or any other characteristic protected by state or federal law); claims for benefits (except...
where an employee benefit or pension plan specifies that its claims procedure shall culminate in an arbitration procedure different from this one), and claims for violation of any federal, state, or other government law, statute, regulation, or ordinance, except claims excluded in the following paragraph.

2. Claims Not Covered by the Agreement
Claims the employee may have for workers’ compensation or unemployment compensation benefits are not covered by this Agreement.

Even though a claim is covered by this agreement, nothing herein contained shall be deemed to prevent or preclude an Employee from pursuing an administrative claim before an applicable State or Federal agency.

3. Required Notice of All Claims and Statute of Limitations
The Agency and the employee agree that the aggrieved party must give written notice of any claim to the other party within one (1) year of the date the aggrieved party first has knowledge of the event giving rise to the claim; failure to give such notice may be considered by the Arbitrator, where under the circumstances it is appropriate to do so, as a factor casting doubt on the validity of the claim but will not make the claim void or be deemed to waive it if there is a federal or state statute of limitations (including rules with respect to tolling) applicable to the claim within which period of limitations the claim is brought.

Written notice to the Agency, or its Officers, Executives, employees or agents, shall be sent to the Risk Management Department of the Agency at PO Box 5728, El Monte, CA 91734. Written notice of the claim by the Agency will be given to Employee at the last address recorded in his or her personnel file.

The written notice of claims shall identify and describe the nature of all claims asserted and the facts upon which such claims are based. The notice shall be sent to the other party by certified or registered mail, return receipt requested.

4. Representation
During the Arbitration, any party may be represented by an attorney or other representative selected by that party.

5. Discovery
Each party shall have the right to take such discovery as is provided in and in accordance with Code of Civil Procedure §1283.05. The subpoena, specified below, shall be applicable to discovery pursuant to this paragraph.

Notwithstanding the foregoing, each party shall have the right to take at least the deposition of each other party and any expert witness designated by another party without the approval of the arbitrator. Additional
depositions and discovery may be ordered by the arbitrator as he or she considers necessary to a full and fair exploration of the issues in dispute, consistent with the expedited nature of arbitration and taking into account the nature of the claims. Where the nature of the claims involves statutory discrimination, the Arbitrator shall exercise his or her discretion more liberally in favor of greater discovery.

6. Designation of Witnesses
At least 30 days before the arbitration, the parties must exchange lists of witnesses, including any expert witnesses, and copies of all exhibits intended to be used at the arbitration.

7. Subpoenas
Each party shall have the right to subpoena witnesses and documents for the Arbitration.

8. Arbitration Procedures
The Agency and the employee agree that, except as provided in this Agreement, any arbitration shall be in accordance with the Federal Arbitration Act, in conformity with the procedures of the California Arbitration Act and, to the extent not inconsistent therewith or this Agreement, the then-current Employment Practices Arbitration Rules of the American Arbitration Association ("AAA"), before a neutral arbitrator who is licensed to practice law in the state in which the arbitration is convened ("the Arbitrator"). Employee acknowledges that he/she has been given a copy of the current AAA Employment Practices Arbitration Rules and has been referred to http://www.adr.org/sp.asp?id=28803 for any update or changes in such rules from time to time.

The arbitration shall take place in or near the city in which the employee is or was last employed by the Agency. The Arbitrator shall be a neutral selected as follows: AAA shall give each party a list of 11 arbitrators drawn from its panel of labor and employment arbitrators. Each party may delete all names on the list it deems unacceptable. If only one common name remains on the lists of all parties, that individual shall be designated as the Arbitrator. If more than one common name remains on the lists of all parties, the parties shall reduce the list by alternately deleting names until only one remains. The party who did not initiate the claim shall have the right to delete first. If no common name remains on the list of all parties, AAA shall furnish an additional list or lists until an Arbitrator is selected.

The Arbitrator shall apply and follow the substantive law (and the law of remedies, if applicable) of the state in which the claim arose, or federal law, or both, as applicable to the claims(s)
asserted. The Federal Rules of Evidence shall apply. The Arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability or formation of the Agreement, including but not limited to any claim that all or any part of this Agreement is void or voidable. The arbitration award shall be final and binding upon the parties, except as provided in this Agreement.

The Arbitrator shall have jurisdiction to hear and rule on pre-hearing disputes and is authorized to hold pre-hearing conferences by telephone or in person, as the Arbitrator deems necessary. The Arbitrator shall have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any party and shall apply the standards governing such motions under the Federal Rules of Civil Procedure.

Either party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of proceedings. Any party, upon request at the close of hearing, shall be given leave to file a post-hearing brief. The time for filing such a brief shall be set by the Arbitrator.

Either party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement and to enforce an arbitration award. Except as otherwise provided in this Agreement, both the Agency and the employee agree that neither shall initiate nor prosecute any lawsuit or administrative action (other than an administrative charge of discrimination) in any way related to any claim covered by this Agreement.

The Arbitrator shall render an award and written reasoned opinion stating the essential findings and conclusions on which the award is based. Such award may impose any and all damages, fees, costs or other remedies that could be imposed by a court of law given the nature of the claims presented.

9. Arbitration Fees and Costs

The party filing the claim shall pay the filing fees established by AAA, unless otherwise agreed upon by the Agency in writing. The Arbitrator may reallocate such fees in the award. The Agency shall pay costs of the Arbitrator, meeting room charges and other expenses that would not have been incurred had the case been litigated in a court of law which expenses shall not be deemed recoverable costs even if the Agency prevails in the arbitration.

Otherwise, each party shall pay for its own costs and attorneys’ fees, if any unless the Arbitrator orders them paid by the other party in accordance with the terms of applicable law. If any party prevails on a statutory claim which affords the prevailing party
attorneys’ fees, or if there is written agreement providing for fees, the Arbitrator may award reasonable fees to the prevailing party in accordance with and subject to the requirements of the statute or written agreement.

10. Judicial Review
Either party may bring an action in any court of competent jurisdiction to compel arbitration under this Agreement and to enforce an arbitration award. A party opposing enforcement of an award may not do so in an enforcement proceeding, but must bring a separate action in any court of competent jurisdiction to set aside the award, where the standard of review will be the same as that applied by an appellate court reviewing a decision of a trial court sitting without jury.

11. Requirement for Modification or Revocation
This Agreement to arbitrate shall survive the termination of my employment. It can only be revoked or modified in writing signed by the parties, which specifically state an intent to revoke or modify the Agreement.

12. Sole and Entire Agreement
This is the complete agreement of the parties on the subject of arbitration of disputes. This Agreement supersedes any prior or contemporaneous oral or written understanding on the subject. No party is relying on any representations, oral or written, on the subject of the effect, enforceability or meaning of this Agreement, except as specifically set forth in this Agreement.

13. Construction
If any provision of this Agreement is adjudged to be void or otherwise unenforceable, in whole or in part, such adjudication shall not affect the validity of the remainder of the Agreement. However, if it should be determined that any material provision of this agreement is not binding on one of the parties, the other party shall have the option of not having such provision applied to it.

14. Consideration
The mutual promises by the Agency and by me to arbitrate differences, rather than litigate them before courts or other bodies, provide consideration for this agreement.

15. Not an Employment Agreement
This Agreement is not, and shall not be construed to create, any contract of employment, express or implied. Nor does this agreement in any way alter the “at-will” status of my employment. The Agency and I hereby acknowledge that either of us may elect to terminate my employment at any time, with or without cause,
for any reason that does not violate the public policy of the State of California.
4 STANDARDS OF CONDUCT

4.1 General Guidelines

All employees are urged to become familiar with Access’ rules and standards of conduct and are expected to follow these rules and standards faithfully in doing their own jobs and conducting the agency’s business.

4.2 Code of Ethics and Conduct

1. Personal and Professional Integrity
   All staff, board members and employees of this Agency act with honesty, integrity and openness in all their dealings as representatives of the Agency. The Agency promotes a working environment that values respect, fairness and integrity. The staff, board members and volunteers will at all times act responsibly, in good faith and in the best interests of the Agency as a whole putting aside, where in conflict, their individual interests or those of their appointing constituency.

2. Mission
   The Agency has a clearly stated mission and purpose, approved by the Board of Directors, in pursuit of the public good. All of its programs support that mission and all who work for or on behalf of the Agency understand and are loyal to that mission and purpose. The mission is responsive to the constituency and communities served by the Agency and of value to the society at large.

3. Governance
   The Agency has an active Board of Directors that is responsible for setting the mission and strategic direction of the Agency and oversight of the finances, operations, and policies of the Agency. The Board of Directors:
   - Ensures that its members have the requisite skills and experience to carry out their duties and that all members understand and fulfill their governance duties acting for the benefit of the Agency and its public purpose;
   - Has a conflict of interest policy that ensures that any conflicts of interest or the appearance thereof are avoided or appropriately managed through disclosure, recusal or other means; and
• Is responsible for the hiring, firing, and regular review of the performance of the Executive Director, and ensures, directly or through its designated subCommittee, that the compensation of the Executive Director is reasonable and appropriate;
• Ensures that the Executive Director and appropriate staff provide the Board of Directors with timely and comprehensive information so that the Board of Directors can effectively carry out its duties;
• Ensures that the Agency conducts all transactions and dealings with integrity and honesty;
• Ensures that the Agency promotes working relationships with board members, staff, employees, volunteers, and program beneficiaries that are based on mutual respect, fairness and openness;
• Ensures that the Agency is fair and inclusive in its hiring and promotion policies and practices for all Board, staff and volunteer positions;
• Ensures that policies of the Agency are in writing, clearly articulated and officially adopted;
• Ensures that the resources of the Agency are responsibly and prudently managed; and,
• Ensures that the Agency has the capacity to carry out its programs effectively.

4. Legal Compliance
The Agency is knowledgeable of and attempts to comply with all laws, rules and regulations applicable to it.

5. Responsible Stewardship
The Agency manages its funds responsibly and prudently. This includes the following considerations:
• It spends a reasonable percentage of its annual budget on programs in pursuance of its mission;
• It spends an adequate amount on administrative expenses to ensure effective accounting systems, internal controls, competent staff, and other expenditures critical to professional management;
• The Agency compensates staff, and any others who may receive compensation, reasonably and appropriately;
• The Agency does not accumulate operating funds excessively;
• The Agency ensures that all spending practices and policies are fair, reasonable and appropriate to fulfill the
mission of the Agency and are in compliance with applicable legal and funding requirements; and,

- All financial reports are factually accurate, complete in all material respects and comply with applicable standards.

6. Openness and Disclosure

The Agency provides comprehensive and timely information to the public, the media, and all stakeholders and is responsive in a timely manner to reasonable requests for information. All information about the Agency will fully and honestly reflect the policies and practices of the Agency. The Agency complies with the requirements of the Ralph M. Brown Act, the Public Records Act and other laws, rules and regulations regarding the providing of information. Basic informational data about the Agency, such as reviews and compilations, and audited financial statements will be posted on the Agency’s website or otherwise available to the public. All materials will accurately represent the Agency’s policies and practices and will reflect the dignity of program beneficiaries. All financial, Agency, and program reports will be complete and accurate in all material respects.

7. Program Evaluation

The Agency regularly reviews its business plan and the effectiveness of its services pursuant to it and has mechanisms to incorporate lessons learned into future plans and programs. The Agency is committed to improving programs and Agency effectiveness and develops mechanisms to promote learning from its activities in the field. The Agency is responsive to changes in its field of activity and is responsive to the needs of its constituencies given financial constraints.

8. Inclusiveness and Diversity

The Agency has a policy of promoting inclusiveness and its staff, board and volunteers reflect diversity in order to enrich its programmatic effectiveness. The Agency takes meaningful steps to promote inclusiveness in its hiring, retention, promotion and board recruitment.

9. Members Guidelines

The Agency will:

- have constructive relations with member agencies based on mutual respect and shared goals;
- communicate clearly and on a timely basis with member agencies;
- treat member agencies fairly and with respect;
- respect the expertise of member agencies in their fields of knowledge;
• seek to understand and respect the organizational capacity and needs of member agencies; and,
• respect the integrity of the mission of member agencies.

10. Provider Guidelines
The Agency will:
• seek constructive collaborative relations with its providers based on mutual respect and shared goals;
• communicate clearly and on a timely basis with existing and potential providers;
• treat providers fairly and with respect;
• pay providers timely in accordance with the terms of applicable agreements, applicable law and reasonable business practices;
• respect the expertise of providers in their field of knowledge;
• seek to understand and respect the organizational capacity and needs of providers;
• seek to resolve disputes and/or disagreements first by informal means so as to preserve to the extent possible mutually beneficial working relationships with providers;

11. Rider Guidelines
The Agency will:
• provide to riders ADA compliant paratransit service comparable to and complementary with its members’ fixed route service
• refer riders to the most appropriate public transportation, considering all providers
• provide travel and management training to expand cost-effective mobility of riders
• seek constructive collaborative relations with its riders based on mutual respect and shared goals
• communicate clearly and on a timely basis with riders;
• treat riders fairly and with respect;
• seek to understand and respect the capacity and needs of riders;

4.3 Confidential Information
1. Introduction
Each employee, officer and executive owes to Access by reason of their position the legal duty of loyalty. That duty requires that with respect to an Access activity, the best interests of Access
must prevail over that of the employee’s, officer’s or executive’s individual interests. The duty of loyalty includes the obligation to:
   a. Avoid conflicts of interest
   b. Maintain the confidentiality of Access’ information and legitimate activities unless they are already known to the public or are a public record.

This policy deals with the obligation to maintain confidentiality

2. Definition

Confidential Information as used in this policy shall mean all material and information belonging to or held by Access concerning its operations, processes, plans, finances, personnel, suppliers, vendors, consultants, riders and community relationships, including, without limitation, any reports, plans or compilations embodying the same other than that which is a Public Record within the meaning of the Public Records Act, a document or action required to be disclosed under the Ralph M. Brown Act or is otherwise in the public domain through no fault of the employee. Confidential Information includes, without limitation, any trade secrets of Access or its vendors or contractors that shall be entitled to the protections and benefits under Section 3426 of the California Civil Code and Section 499(c) of the California Penal Code and any other applicable law.

If any information that Access deems to be a trade secret is found by a court of competent jurisdiction not to be a trade secret, such information will, nevertheless, be considered Confidential Information for purposes of this Agreement. Confidential information also includes rider information protected by privacy rights and other applicable law.

3. Policy

During and following employment with Access, employees will hold in confidence the Confidential Information and will not disclose it to any person except (i) where required to do so by law; or (ii) with the specific prior written consent of Access; or (iii) except as otherwise expressly permitted by the terms of this Policy.

The Employee will not remove from Access’ premises (except to the extent such removal is for purposes of the performance of the Employee’s duties at home or while traveling, or except as otherwise specifically authorized by Access) any document, record, notebook, plan, model, component, device, or computer software or code, whether embodied in a disk or in any other form (collectively, the "Confidential Items"). The Employee recognizes that, as between Access and the Employee, all of the Confidential Items, whether or not developed by the Employee,
are the exclusive property of Access and/or its vendors or contractors. Upon termination of employment, or upon the request of Access, the Employee will return to Access all of the Confidential Items in the Employee’s possession or subject to the Employee’s control, and the Employee shall not retain any copies, abstracts, sketches, or other physical embodiment of any of the Confidential Items. Failure to adhere to this policy will result in discipline, up to and including termination of employment.

4.4 Security of Confidential Information and External Communications

Employees may encounter information, either written or verbal, of a confidential nature which should not be disseminated outside of the employee’s specific work unit except in the course and scope of employment for Access. The information may be about Access’ business matters and/or may include personal information about riders or other employees and must not be discussed with other employees, family, friends, or the public.

Although much of Access’ information is public, prior authorization is required by a Deputy Executive Director before releasing it to the public. Information and details that have not been officially released to the public should not be discussed outside Access unless an employee is properly authorized to do so. All information that an employee encounters should be kept confidential unless it must be used in the normal course of employment duties. Employees may be required to sign a Confidentiality Statement if an employee routinely handles confidential information.

In order to protect the privacy of all employees, no employee may release information about any other employee to anyone. Any request for information or verifications of employment regarding an employee must be referred to the Human Resources Manager. Unless properly subpoenaed or otherwise required by law, Access will only confirm employees’ dates of service, salaries and job titles in response to a written request that is accompanied by a release signed by the employee.

Information marked "Confidential" should only be opened by the addressee, unless ordered to do so by an Executive or Manager. Violation of this policy on confidentiality may result in disciplinary action.
Occasionally, employees may be contacted by outside sources requesting information about Access’ matters, including information regarding current or former employees, programs, projects, or other workplace issues. In order to avoid providing inaccurate or incomplete information to outside sources, and the possible negative exposure that may result from providing information to outside sources, any employee contacted by any outside source regarding Access should immediately contact the appropriate department or individual, as detailed below. Employees violating this policy may be subject to discipline, up to and including termination of employment.

1. Media Contacts
   Should an employee be contacted by a representative from any media organization (i.e., television, radio, or newspaper reporters), the employee must immediately refer the media representative to the Deputy Executive Director of Planning and Governmental Affairs and Outreach. No employee may communicate with media agents regarding Access without prior authorization from the Executive Director.

2. Outside Attorneys And Investigators
   Should an employee be contacted by an outside attorney or investigator other than the person verified by employee to be Access’ General Legal Counsel, regarding Access’ business, including information regarding current or former employees, programs, projects, or other workplace issues, the employee should immediately obtain the individual’s name and telephone number without disclosing any information to the individual. The individual’s name and telephone number should then be forwarded to the Deputy Executive Director of Planning and Governmental Affairs and Outreach or the Human Resources Manager.

3. Employment References And Verifications
   Employees contacted by outside sources requesting an employment reference or employment verification for a current or former employee should not provide any information to the requesting individual or organization. Employees should refer the requesting individual or organization to the Human Resources Manager. No employee, other than the Human Resources Manager and the Executive Director, is authorized to provide employment references or employment verifications for any current or former employee. Employees wishing to receive employment reference or employment verification should provide written authorization to Access.
4.5 Internet, E-mail, and Electronic Communications

Access has established this Internet, E-mail, and Electronic Communications Policy to address Access’ legal responsibilities, and to ensure that electronic communications devices are utilized in a legal, ethical, and appropriate manner.

1. Technology Use And Privacy
   Access provides various technology-based resources to assist employees in performing their assigned job duties. These resources are the sole property of Access, and the devices and their output are likewise company property. An employee should have no expectation of privacy when utilizing any company owned technology resource. Each employee has a responsibility to use these technology resources in a manner that increases productivity, enhances Access’ public image, and is respectful of other employees. Failure to follow Access’ policies regarding technology resources may lead to disciplinary action, up to and including termination of employment. Moreover, Access reserves the right to advise appropriate legal authorities of any violation of law by an employee.

2. Technology Resources Definition
   Technology resources consist of all electronic devices, software, and means of electronic communication including, but not limited to, the following: personal computers and workstations; lap-top computers; mini and mainframe computers; computer hardware such as disk drives and tape drives; peripheral equipment such as printers, modems, fax machines, and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet; electronic-mail; telephones; cellular phones; pagers; and voicemail systems.

3. Authorization
   Access to Access’ technology resources is within the sole discretion of Access. Generally speaking, access to technologies is given to employees whose job performance will benefit from the use of such technology.

4. Permitted Use
   Access’ technology resources exist for the purpose of conducting Access’ business. Employees may, however, use technology resources for occasional personal uses so long as such use does not interfere with the employee’s duties; is not done for monetary or personal gain; does not conflict with Access’ business; and does not violate any policy. Such personal use is monitored, and excessive use may result in disciplinary action. Some permitted
personal uses of technology resources are to send and receive
necessary and occasional personal communications; prepare and
store incidental personal data (such as personal calendars or
address lists); use the telephone system for brief and necessary
personal calls; and to access the Internet for brief personal
searches and inquiries. Personal uses of technology resources are
restricted to meal and break times or outside of work hours and
employees are reminded that they must adhere to all usage
policies even if accessed during non-work hours.
Access assumes no liability for loss, damage, destruction,
alteration, disclosure, or misuse of any personal data or
communications transmitted over or stored on Access’
technology resources. Access accepts no responsibility or liability
for the loss or non-delivery of any personal electronic-mail or
voicemail communications or any personal data stored on any
Access’ property. Access strongly discourages employees from
storing any personal data on any of Access’ technology
resources.
5. Improper Use
Employees may not use Access' technology resources for any
illegal purpose, violation of any policy, in a manner contrary to
the best interests of Access, in any way that discloses confidential
or proprietary information of Access or third parties, or for
personal or pecuniary gain.
Access acknowledges that the nature of electronic
correspondence is less formal than written memoranda.
Employees must take care, however, not to let such informality
degenerate into improper use. As set forth more fully in Access’
"Policy Against Unlawful Harassment," Access does not tolerate
discrimination or harassment based on any status that is
protected by state and federal laws. Under no circumstances may
employees use Access’ Technology Resources to transmit,
receive, or store any information that is, or can be construed as,
unlawfully discriminatory, harassing, or defamatory (i.e., sexually-
explicit or racial messages, jokes, or cartoons), or that violates any
policy.
Employees must not use Access' technology resources to copy,
retrieve, forward or send copyrighted materials unless the
employee has the author's permission or is accessing a single
copy only for the employee’s reference.
6. Company Access To Technology Resources
All messages sent and received, including personal messages,
and all data and information stored on Access' electronic-mail
system, voicemail system, or computer systems are Access’
property regardless of the content. As such, Access reserves the right to access all of its technology resources including its computers, voicemail, and electronic-mail systems, at any time, in its sole discretion.

While Access does not wish to examine personal information of its employees, on occasion, Access may need to access its technology resources including computer files, electronic-mail messages, and voicemail messages. As stated above, employees must understand that they have no right of privacy with respect to any messages or information created or maintained on Access' technology resources, including personal information or messages, even if protected by personal password. Access may, at its discretion, inspect any or all files or messages in its technology resources at any time for any reason. Access may also monitor its technology resources at any time in order to determine compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other business purpose.

a. Passwords

Certain technology resources can be accessed only by entering a password. Passwords are intended to prevent unauthorized access to information. However, passwords do not confer any right of privacy upon any employee of Access. Thus, even though employees may maintain passwords for accessing technology resources, employees must not expect that any information maintained on company property, including electronic-mail and voicemail messages, are private. Employees are expected to maintain their passwords as confidential. Employees must not share passwords and must not access coworkers' systems without express authorization from their supervisor or a member of senior management.

b. Deleted Information

Deleting or erasing information, documents, or messages maintained on Access' technology resources is, in most cases, ineffective. All employees should understand that any information kept on Access' technology resources may be electronically recalled or re-created, regardless of whether it has been "deleted" or "erased" by an employee. Because Access periodically backs-up all files and messages, and because of the way in which computers re-use file storage space, files and messages may exist that are thought to have been deleted or erased. Therefore, employees who delete or erase information or messages
7. The Internet And On-Line Services
   Access provides authorized employees access to on-line services such as the Internet. Access expects that employees will use these services in a responsible way and for business-related purposes only. Under no circumstances are employees permitted to use Access’ technology resources to access, download, or contribute to Internet sites whose content is inappropriate in the workplace; including but not limited to, gross, indecent, or sexually-oriented materials, gambling, and information related to purchasing or selling illegal drugs. You may not use Access equipment, network or time to write or publish personal content. In addition, you may not under any circumstances publish content which:

   a. violates Access policy prohibiting harassment;
   b. discloses Access trade secrets or other confidential information;
   c. makes false statements about Access
   d. makes embarrassing or unkind comments about employees, customers, clients, or other agencies.
   e. bears Access’ name, logo and/or your title so as to imply that the content is authorized or approved by Access when it is not.

   Access monitors both the amount of time spent using on-line services and the sites visited by individual employees. Access reserves the right to limit such access by any means available to it, including revoking access altogether. Employees may not use Access' technology resources to sign "guest books" at websites or to post information to any websites, including posting messages to Internet news/discussion/listserv. These actions will generate junk electronic mail and may expose Access to liability or unwanted attention because of comments that employees may make. The Deputy Executive-Director of Administration may grant specific case by case exceptions to this no-posting policy where the posting is with respect to an industry specific group and is approved in advance by the Deputy Executive-Director. Any postings to these groups made by the employee are subject to review and must adhere to acceptable behavior reflecting the interests of Access Services as outlined in this Employee Handbook. Failure to comply can result in disciplinary action up to, and including, termination. The Internet, while a convenient and useful resources, is not without its drawbacks, especially when

should not assume that such information or messages are confidential.
confidential information is being transmitted. Employees should avoid sending confidential information over the Internet, except when absolutely necessary. Employees also should verify electronic mail addresses before transmitting any messages.

8. Software Use
All software on Access' technology resources is officially licensed software. No software is to be installed or used that has not been duly paid for and licensed appropriately for the use to which it is being put. No employee may load any software on Access' computers, by any means of transmission, unless authorized in writing, in advance, by the Deputy Executive Director of Administration Information Technology. Authorization for loading software onto Access' computers should not be given until the software to be loaded has been thoroughly scanned for viruses.

9. Confidential And Proprietary Information
Access is cognizant of the issue of protection of trade secrets and other confidential and proprietary information of both Access and third parties ("Confidential Information"). Therefore, employees are expected to use good judgment and to adhere to the highest ethical standards when using or transmitting confidential information on Access' technology resources. Confidential information should not be accessed through Access' technology resources in the presence of unauthorized individuals. Similarly, confidential information should not be left visible or unattended. Moreover, any confidential information transmitted via technology resources should be marked with the following confidentiality legend:

"IMPORTANT NOTICE - - The information contained in this e-mail message is intended only for the personal and confidential use of the intended recipients. This message may be an attorney-client communication and, as such, is privileged and confidential and not a public record under the California Public Records Act. If the reader of this message is not an intended recipient, you are hereby notified that any review, use, dissemination, forwarding or copying of this message is strictly prohibited. Please notify us immediately by reply e-mail or telephone and delete the original message and all attachments from your system. Thank you."

10. Software And Data From Home Or Off Site Use
Access endeavors to license its software so that it may be used on portable computers in addition to office computers. Before transferring or copying any software or data from Access' technology resources to another computer, employees must submit a written request to the Deputy Executive Director of Administration Information Technology.
11. Security
Access has installed a variety of programs and devices to ensure the safety and security of Access’ technology resources. Any employee found tampering or disabling any of Access’ security devices will be subject to disciplinary action, up to and including termination of employment.

12. Audit
Access may perform auditing activity or monitoring to determine compliance with these policies. Audits of software and data stored on Access’ Technology Resources may be conducted without warning at any time.

13. Proprietary Information Owned By Access
All Access programs, data, files and content, including, without limitation, that created by employees while employed by Access (“proprietary material”) is the property of Access regardless of form and regardless of where it resides. Upon termination of employment, employee must promptly return to Access any and all such proprietary material in employee’s possession or under employee’s control and retain no copies thereof in any form. All employees are urged to become familiar with Access’ rules and standards of conduct and are expected to follow these rules and standards faithfully in doing their own jobs and conducting the agency’s business.

4.6 Conflict of Interest

1. Introduction
Each employee, officer and director owes to Access by reason of their position the legal duty of loyalty. That duty requires that with respect to Access activity, the best interests of Access must prevail over that of the employee’s, officer’s or director’s individual interests. The duty of loyalty includes, but is not limited to the obligation:
   a. to avoid conflicts of interest
   b. to maintain the confidentiality of Access’ information and legitimate activities unless they are already known to the public or are a public record.
This policy addresses conflicts of interest.

2. Legal Requirements
Board Members, members of management and other designated individuals are required to complete a California Fair Political Practices Commission (FPPC) Form 700 (Statement of Economic Interests) annually in accordance with the bylaws of Access,
Article XI Section E and with Government Code Section 81008. The Deputy Executive Director of Administration, Planning and Governmental Affairs will notify appropriate employees who are subject to these requirements.

Access is funded in major part by grants from the FTA pursuant to 49 USC § 5310(a)(1). OMB regulations applicable to such grants require that Access “establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.”

3. Policy

Employees are expected to devote their best efforts and attention to the full-time performance of his or her job. Employees, Board Members and Advisory Committee Members are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual, perceived or potential conflict between the individual’s personal interests and the interests of Access. A conflict of interest exists when the individual’s loyalties or actions are divided between Access’ interests and those of another, such as a competitor, supplier, or customer. Both the fact and the appearance of a conflict of interest must be avoided. Individuals unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with an Executive Director and/or the Human Resources Manager for clarification.

This guideline does not attempt to describe all possible conflicts of interest that could develop. Some of the more common conflicts which individuals should refrain from include the following:

a. No employee shall encourage, request or accept any gifts, favors, gratuities or any other consideration from vendors, providers, clients, suppliers or potential suppliers over $50 at any time. Access’ policy is normally not to accept gifts in compliance and to comply with all state regulations. This includes free or discounted services of any kind, free lunches, incidental gifts, tickets to sporting events, movies, stage presentations or other entertainment media or any other item which has tangible value. Access staff are expected to comply and report, as appropriate, with California Fair Political Practices Commission regulations;

b. Working for a competitor, supplier, or client;

c. Engaging in self-employment in competition with Access;

d. Using proprietary or confidential Access information for personal gain or to Access’ detriment;
e. Having a direct or indirect financial interest in or relationship with a competitor, client, or supplier;
f. Using Access' assets, resources or labor for personal use;
g. Committing Access to give its financial or other support to any outside activity or organization beyond the employee's authority in his or her position;
h. Developing a personal relationship with a subordinate employee of Access that might interfere with the exercise of impartial judgment in decisions affecting Access or any employees of Access; or
i. Selling, buying or accepting bids from any business owned in whole or in part by an employee or employee's spouse, or contract for business services of any kind to be performed by an employee or employee's spouse, unless full disclosure is made to the Board of Directors.
Employees may not have any kind of financial interest in any contract, sale or transaction that may come before an employee in the course of his or her duties.

Failure to adhere to this guideline, including failure to disclose any conflicts or to seek any exceptions, will result in discipline, up to and including termination of employment.

Access has established the above restrictions and applies them to all employees. Policies and Procedures have been established to avoid questions about the ethics of Access’ business practices and to avoid even the appearance of impropriety.

4.7 Employee Relations

Access strongly agrees that all employees have a right to enjoy equitable treatment, to be treated with respect and dignity, and to receive a response to work-related issues.

1. Communication
   All employees are expected to keep communications and discussions on a respectful and professional level. Profanity and personal derogatory remarks will not be tolerated, as they are counter-productive to good employee morale and a positive working environment.

2. Open Door Policy
   An “open door” policy is encouraged at all levels at Access. Access values employee ideas and suggestions, and encourages all Supervisors, Managers and Directors to foster a working environment that ensures that employees feel comfortable in discussing their ideas and concerns.
3. Employee Problems

Employees who have a problem should first attempt to resolve the issue with his or her immediate Supervisor. If it cannot be resolved at that level, the employee may take the problem/issue to each successive level of Management. At any time, the employee may seek counsel or advice from the Human Resources Department or the Employee Assistance Program (EAP).

4.8 Resolving Conflicts

In the event that there is a disagreement arising out of your employment that cannot be resolved by you and your supervisor, you can submit your dispute to the Human Resources Manager for mediation. Please write a brief description of the dispute and submit it to the Human Resources Manager, who will gather and consider the facts of the matter and work with both parties to reach a mutually agreeable resolution. Should the parties be unable to reach such resolution, the matter will be referred for arbitration under the Access’ Arbitration Agreement.

4.9 Policy Against Unlawful Harassment, Discrimination and Retaliation

Purpose/Objective

Access has the legal obligation to provide a work environment in which all individuals are treated with respect and dignity; free from unlawful discrimination or harassment. All employees are entitled to work in a professional atmosphere which promotes equal opportunity and this policy prohibits all forms of unlawful harassment and discrimination.

Access Services ("Access" and/or "the company") is committed to providing equal employment opportunities to all employees and applicants without regard to age (40 or older), ancestry, color, religious creed (including religious dress and grooming practices), denial of family and medical care leave, disability (mental and physical), including HIV and AIDS, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin (including language use restrictions), race, sex (including pregnancy, child birth, breastfeeding and medical conditions related to pregnancy, child birth or breastfeeding), gender, gender identity and gender expression, sexual orientation, or any other protected status in accordance with all applicable federal, state and local laws.

In addition, Access is committed to providing a work environment that is free of unlawful harassment, discrimination and retaliation. In
furtherance of this commitment, the company strictly prohibits all forms of unlawful harassment and discrimination, including harassment and discrimination on the basis of age (40 or older), ancestry, color, religious creed (including religious dress and grooming practices), denial of family and medical care leave, disability (mental and physical), including HIV and AIDS, marital status, medical condition (cancer and genetic characteristics), genetic information, military and veteran status, national origin (including language use restrictions), race, sex (including pregnancy, child birth, breastfeeding, and medical conditions related to pregnancy, child birth or breastfeeding), gender, gender identity and gender expression, sexual orientation, or any other protected status in accordance with all applicable federal, state and local laws.

Similarly, the company is committed to complying with all laws protecting qualified individuals with disabilities, as well as employees’ religious beliefs and observances. This policy extends to all aspects of the company’s employment practices, including recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment.

Access will provide a reasonable accommodation for any known physical or mental disability of a qualified individual or for employees’ religious beliefs and observances, provided the requested accommodation does not create an undue hardship for the company and does not pose a direct threat to the health or safety of others in the workplace or to the individual. The company will not retaliate or discriminate against a person for requesting an accommodation for his or her disability, regardless of whether the accommodation was granted.

**Eligibility**

This policy prohibits unlawful discrimination and harassment in the workplace and applies to applicants and all employees of the company, including support staff, supervisors, managers, associated, contract or temporary employees, volunteer workers and independent contractors. Access will not tolerate, condone or allow unlawful harassment by or of any worker. Unlawful harassment is unacceptable in the workplace and in other occupational settings such as business trips, and business-related social events. In evaluating behavior, the standard to be applied is that of a reasonable person. This policy applies to both unlawful harassment in general, and sexual harassment in particular.
The company prohibits managers, supervisors and employees from discriminating against or harassing co-workers as well as customers, vendors, suppliers, independent contractors and others doing business with the company. In addition, the company prohibits customers, vendors, suppliers, independent contractors and others doing business with the company from discriminating against or harassing the company’s employees.

**Procedures**

*Examples of prohibited sexual harassment or discrimination*

Sexual harassment is a type of unlawful harassment, and is defined as unwelcome or unwanted sexual advances, requests for sexual favors and any other verbal, visual or physical conduct of sexual nature. Sexual harassment includes a broad spectrum of conduct, including harassment based on sex, gender, gender identity or expression, and sexual orientation. Examples of unlawful and unacceptable behavior include:

1. Unwanted sexual advances.
2. Offering an employment benefit (such as a raise, promotion or career advancement) in exchange for sexual favors, or threatening an employment detriment (such as termination or demotion) for an employee’s failure to engage in sexual activity.
3. Visual conduct, such as leering, making sexual gestures and displaying or posting sexually suggestive objects or pictures, cartoons or posters.
4. Verbal sexual advances, propositions, requests or comments.
5. Sending or posting sexually related messages, videos or messages via text, instant messaging or social media.
6. Verbal abuse of a sexual nature, graphic verbal comments about an individual’s body, sexually degrading words used to describe an individual and suggestive or obscene letters, notes or invitations.
7. Physical conduct, such as touching, groping, assault or blocking movement.
8. Physical or verbal abuse concerning an individual’s gender, gender identity or gender expression.
9. Verbal abuse concerning a person’s characteristics such as pitch of voice, facial hair or the size or shape of a person’s body, including remarks that a male is too feminine or a woman is too masculine.

*Other examples of prohibited harassment or discrimination*
In addition to the above listed conduct, the company strictly prohibits harassment or discrimination concerning any other protected characteristic. Such prohibited harassment and discrimination includes:

1. Racial or ethnic slurs, epithets and any other offensive remarks.
2. Jokes, whether written, verbal or electronic.
3. Threats, intimidation and other menacing behavior.
4. Inappropriate verbal, graphic or physical conduct.
5. Sending or posting harassing messages, videos or messages via text, instant messaging or social media.
6. Submission to or rejection of this conduct by an individual is used as a major factor in decisions affecting hiring, evaluation, retention, promotion or other aspects of employment.
7. Unwanted conduct or comments consistently targeted at only one gender or other protected characteristics, even if the content is not sexual;
8. This conduct reasonably could be expected to and does interfere with an individual’s employment or creates an intimidating, hostile or offensive work environment.
9. Other harassing or discriminatory conduct based on one or more of the protected categories identified in this policy.
10. Retaliation for reporting or threatening to report sexual harassment or discrimination.

Harassment of the company’s customers, clients, vendors, suppliers, independent contractors or employees of the company’s customers, clients, vendors, suppliers or independent contractors by the company’s employees is also strictly prohibited. Any such harassment will subject an employee to disciplinary action, up to and including termination. Employees who have any questions about what constitutes harassing or discriminatory conduct should contact Human Resources.

All supervisors must report complaints of misconduct under this policy to Human Resources immediately so the company can investigate and try to resolve the claim internally. Access holds all supervisors responsible for understanding, implementing, and enforcing this policy. Human Resources has the overall responsibility for ensuring compliance with federal and state law, and is available to answer any questions about this policy or its enforcement. In compliance with state law, supervisors undergo training to prevent sexual harassment and discrimination every two years.

**Reporting unlawful harassment or discrimination**
Access requires employees who believe they are being unlawfully harassed to firmly and promptly notify the offender that his or her behavior is unwelcome or offensive. Access also recognizes that power and status disparities between an alleged harasser and someone targeted for harassment may make such a confrontation undesirable or impracticable. In the event that such direct communication between individuals is impracticable or proves ineffective, the employee should take the following steps:

1. **Notify the Appropriate Staff**
   Any employee who believes he or she may have been unlawfully harassed or discriminated against who believes they have witnessed the unlawful harassment or discrimination of another employee should promptly report the facts of the incident(s) and the names of the individual(s) involved to his or her supervisor. The supervisor must immediately report the matter to Human Resources. It is the responsibility of each employee to immediately report any violation or suspected violation of this policy to one or more of the individuals identified above.

If the person to whom the employee would normally report harassment or discrimination, or who is charged with investigating harassment is the harasser, report the harassment or discrimination to the next level of supervisory personnel in the reporting structure who must then immediately report the incident to Human Resources. Access regards this as an especially serious abuse of power and will create an alternative investigatory panel to appropriately address the abuse. The employee may report the incident(s) directly to Human Resources; or to the Chief Operations Officer or the Executive Director, who must then report the incident to Human Resources, who is charged with conducting the investigation. In the event that the harasser is a member of Human Resources or someone in overall charge of the employee’s workplace, the harassment or discrimination may be reported to Access’ legal counsel. In such an event, and notwithstanding anything else to the contrary contained in this policy, the person in charge of investigating the claims of harassment and discrimination reporting the results shall be named by Access’ legal counsel and shall be a person who is skilled in the applicable law and in such investigations and is not an employee of Access. The results shall be reported to Access’ legal counsel and the Board shall make the appropriate determination.
Access encourages employees to immediately report suspected unlawful harassment and discrimination so that Access may respond rapidly and take appropriate action. Early reporting not only aids in the investigation, but also helps Access to maintain an environment free from harassment and discrimination for all employees. Employees should also be aware that there are time limits imposed by local, state and national government agencies for filing complaints of harassment or discrimination.

2. **Investigation of Reported Unlawful Harassment and Discrimination**

   After the initial report is made, Human Resources will interview the reporting employee to ascertain whether the reported behavior meets the criteria of unlawful harassment and discrimination. In cases that involve unlawful harassment and discrimination, Human Resources will continue the investigation by interviewing the alleged harasser and any witnesses. Investigations will be conducted in a timely manner, with the investigation being the highest priority for Human Resources from inception to completion.

   Access will not discuss the names of participants, the facts of the investigation, or any relevant information regarding the investigation with anyone not directly involved in the investigation. To preserve the integrity of the investigation, only the minimum information necessary will be discussed with witnesses and/or alleged harasser. In the event of legal action, Access may be unable to keep confidential the records of the investigation, to the extent that such records are not protected by privilege.

   In conducting the investigation, the investigator will ascertain at a minimum:
   
   - The name and position of all parties;
   - Any relevant background information;
   - Frequency and type of alleged unlawful harassment and discrimination as well as the dates and locations where it occurred;
   - Possible witnesses to the alleged unlawful harassment and discrimination
   - An understanding of the professional relationship, degree of control and amount of interaction between the complainant and the alleged harasser;
3. Appeal Process
If an employee brings a complaint of, or is accused of, unlawful harassment and/or discrimination and objects to the determination, a written appeal must be submitted to Human Resources within ten calendar days of being informed of the determination. The Executive Director will appoint an Appeals Committee to evaluate the investigation and present its findings within 45 calendar days of the employee’s appeal. The Appeals Committee may comprise of members of management, consultants, or a representative from the Employee Assistance Program.

4. Mediation
As an alternative for those wishing to resolve disputes between themselves, without resorting to this policy, Access will, if all parties agree, make available a trained outside mediator to help find an amicable solution. If mediation does not solve the problem, the employee may still use the procedures in this policy.

**Anonymous Reporting**

Access is committed to addressing employee complaints of harassment, discrimination and/or grievances. As such, you may report the incident to an outside third party by contacting the confidential Employee Hotline, Monday–Friday, 7:30 am – 5:00 pm Pacific Standard Time, excluding holidays, at the toll-free telephone number 855-864-2640. You will be given the opportunity of electing to remain anonymous. Please note that a thorough and complete investigation cannot be accomplished if the identity of the caller and individuals involved in your complaint are not identified, which can prevent resolution.

**Retaliation**

Access prohibits retaliation against those who report, oppose or participate in an investigation of alleged violations of this policy. Participating in an investigation of alleged wrongdoing in the workplace includes:

1. Filing a complaint with a federal or state enforcement or administrative agency.
2. Participating in or cooperating with a federal or state enforcement agency that is conducting an investigation of the company regarding alleged unlawful activity.
3. Testifying as a party, witness or accused regarding alleged unlawful activity.
4. Associating with another employee who is engaged in any of these activities.
5. Making or filing an internal complaint with the company regarding alleged unlawful activity.
6. Providing informal notice to the company regarding alleged unlawful activity.

The company strictly prohibits any adverse action or retaliation against an employee for participating in an investigation of alleged violation of this policy. If an employee feels that he or she is being retaliated against, the employee should immediately contact Human Resources and/or your supervisor. In addition, if an employee observes retaliation by another employee, supervisor, manager or nonemployee, he or she
should immediately report the incident to the individuals identified above.

Any employee determined to be responsible for violating this policy will be subject to appropriate disciplinary action, up to and including termination. Moreover, any employee, supervisor or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination.

**Violations of this policy will result in discipline**

Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination. In addition, under California law, employees may be held personally liable for harassing and discriminatory conduct.

**PENALTIES FOR RETALIATION AND FALSE COMPLAINTS**

Access will not in any way retaliate, or allow retaliation of any kind, against any person who files or makes a good faith complaint of unlawful harassment and/or discrimination or participates in the investigation of a complaint. Retaliation is a serious violation of this unlawful harassment and discrimination policy and should be reported immediately. Any employee who retaliates against another individual for reporting unlawful harassment and discrimination will be subject to disciplinary action, up to and including termination of employment, as well as possible civil remedies available under federal or state law.

Access also regards as a breach of policy complaints of unlawful harassment and discrimination which are deliberately false, or made with reckless disregard for their truth or falsity. If an employee makes a complaint of unlawful harassment and/or discrimination which the investigation shows to be deliberately false or reckless, or if an employee’s participation in the investigation of an unlawful harassment and/or discrimination complaint proves to be deliberately false or reckless, the employee will be subject to disciplinary action, up to and including termination of employment.

**4.10 Workplace Security and Anti-Violence Policy**

As your employer, Access has the legal obligation to provide all employees with a workplace that is safe from threats and acts of violence. Accordingly, we have established this policy to prohibit threatened or acts of violence by or against co-workers, visitors, or any other persons who have contact with employees in the course of their
duties. This policy is also intended to promote workplace security by addressing reasonably foreseeable situations in which outsiders may enter the workplace and engage in or threaten violent acts. Although violence may result from societal issues that are beyond our control, we believe that we can adopt measures to increase security and protection for our employees.

In order to accomplish our objective, compliance with this policy is essential, and all employees must comply as a condition of employment. An employee who violates any of its terms, engages in, permits, or contributes to violent behavior, or who threatens others with violence will be subject to disciplinary action, up to and including termination of employment.

We have established security measures and practices to make the workplace more secure, as well as to identify and eliminate workplace security hazards before they lead to injuries. In addition, employees should be aware of early warning signs, behavior patterns and risk factors so that they can effectively support the enforcement of this policy. Some of these early warning signs are listed below.

If an employee becomes aware of any threats of violence, acts of violence or risk factors and/or behavior patterns that would lead a reasonable person to believe that a threat or act of violence is possible, the employee should immediately contact their supervisor and the Human Resources Manager. The Human Resources Manager will investigate and evaluate the situation, then provide the affected supervisor and employees with guidance.

**In the event of any act of violence or threat of imminent violence, obtaining emergency assistance must be a matter of first priority.** The employee should immediately contact the Human Resources Manager and building security. If appropriate, first contact Emergency Services by dialing 9-911, and then report the incident to his or her supervisor, building security and the Human Resources Manager. Employees that report any threats or acts of violence may do so with complete confidence that they will not be retaliated against by Access or any of its employees.

Employees that violate this policy by threatening another individual with violence or by engaging in violent behavior will be subject to disciplinary action, up to and including termination of employment. Should the disciplinary action be less than termination of employment, the employee may be required to obtain counseling or other available assistance as a condition of continued employment.

**Prohibited Conduct**
• Throwing objects;
• Making a verbal threat to harm another individual or destroy property;
• Making menacing gestures;
• Expressing significant grudges against co-workers;
• Displaying an intense or obsessive interest that exceeds the normal or reasonable bounds of interpersonal interest (stalking);
• Attempting to intimidate or harass other individuals; or
• Behavior indicating that the individual is significantly out of touch with reality and that he or she may reasonably pose a danger either to himself or herself or to others.

Risk Factors and Behavior Patterns of Concern

- A history of emotional or mental disturbance;
- A history of threatening or violent behavior;
- Paranoia or easily panicked behavior;
- A fascination or preoccupation with weapons, particularly explosives or weapons that have the potential for many casualties such as semi-automatic guns;
- Extreme stress from personal problems or a life crisis;
- Events affecting workplace conditions and/or generating stress;
- Identifying with incidents of workplace violence reported in the media and either condoning or sympathizing with the actions or the individuals committing the violence;
- Being a loner with little or no involvement with other employees;
- Engaging in frequent disputes with supervisor or co-workers;
- Routine violation of company policy;
- Obsessive involvement with one’s job, particularly where it occurs with no apparent outside interest.

Employees should understand that these risk factors and behavior patterns may offer early warning signs of violent acts, but are not necessarily guarantees that violence will occur.

4.11 Drug and Alcohol Policy

I. PURPOSE

The purpose of this policy is to assure worker fitness for duty and to protect employees, passengers, and the public from the safety and health risks posed by the misuse of alcohol and use of prohibited drugs. This policy also is intended to comply with all applicable State and Federal regulations

Effective 12/07/2020
Version 1.54

Access reserves the right, with or without notice prior notice, from time to time and in its sole discretion, to change, rescind or add to any policies, benefits or practices described herein, other than the employment-at-will policy and the arbitration policy. The employment-at-will policy and/or the arbitration policy may only be changed by a fully executed written agreement between Access and the affected parties. Access will advise employees of material changes in its policies within a reasonable time.

NOTE: Additional requirements and/or disciplinary actions established under Access’ authority are entered in bold-faced. Requirements of the Drug-Free Workplace Act (not covered under Part 655) are in Italics.

II. ORGANIZATIONAL UNITS AFFECTED

Unless otherwise noted in specific provisions, this policy applies to all Access’ employees regardless of his or her functions. It applies to off-site lunch periods and breaks when an employee is scheduled to return to work or is on-call. The application of this policy to non-safety employees is under Access Services’ own authority.

Pre-emption of State and Local Laws

If any conflict occurs between State and local laws and any requirement of the above-mentioned Federal regulations, the Federal regulations prevail. However, Federal regulations do not preempt provisions of State criminal laws that impose sanctions for reckless conduct attributed to prohibited drug use or alcohol misuse, whether the provisions apply specifically to transportation employees, employers, or the public in general.

To learn more about Drug & Alcohol Employee Testing, please visit: http://www.dot.gov/odapc/employer_handbook to read basic information regarding what “Employees need to know about DOT Drug & Alcohol Testing”

III. POLICY

Access is dedicated to providing safe, dependable and efficient transportation services to its customers. Access recognizes that safety-sensitive employees' use of illegal drugs and misuse of alcohol poses a significant risk to public safety, as well as the employee’s health and well-
being, and can cause loss of efficiency, productivity, or a disruptive work environment. In view of this, Access has adopted this policy that is designed to:

a. Create a work environment free from the adverse effects of drug abuse and alcohol misuse;

b. Deter and detect employees’ use of illegal drugs and misuse of alcohol;

c. Prohibit the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances; and

d. Encourage employees to seek professional assistance when personal problems, including drug or alcohol dependency, adversely affect his or her ability to safely perform duties assigned.

IV. DEFINITIONS

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

b. Alcohol Use
   The drinking or swallowing of any beverage, liquid mixture or preparation (including any medication) that contains alcohol. For purposes of this policy, alcohol is alcohol regardless of source.

c. Alcohol Violation
   The presence of alcohol in the body at a concentration of 0.04 or greater as measured by an evidential breath testing (EBT) device.

d. Breath Alcohol Technician (BAT)
   An individual who instructs and assists employees or applicants in the alcohol testing process and operates an Evidential Breath Testing (EBT) device.

e. Canceled Test
   A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which Part 40 requires to be canceled. A canceled test is neither a positive nor a negative result.

f. Collector
   A person who instructs and assists individuals at a collection site, who receives and makes an initial inspection of the specimen provided by the individual, and who
initiates and completes the Custody and Control Form (CCF).

g. Controlled Substances
Any drug classified by the U.S. Drug Enforcement Agency (DEA) into the five schedules or classes on the basis of their potential for abuse, accepted medical use, and accepted safety for use under medical supervision.

h. Designated Employer Representative
An employee or employees authorized by Access to take immediate action(s) to remove employees from safety-sensitive duties, or cause employees to be removed from such duties, following a positive test, test refusal, or other policy violations.

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

j. Disabling Damage
Damage, which precludes departure of a motor vehicle from the scene of the accident in its usual manner in daylight after simple repairs, including damage to motor vehicles that could have been driven, but would have been further damaged if so driven.
“Disabling damage” does not include:

i. Damage which can be remedied temporarily at the scene of the accident without special tools or parts;

ii. Tire disablement without other damage even if no spare tire is available;

iii. Headlamp or taillight damage; or

iv. Damage to turn signals, horn, or windshield wipers, which make them inoperative.

k. DHHS
Department of Health and Human Services.

l. DOT
Department of Transportation.

m. Drug
The drugs for which tests are required under DOT and FTA regulations. They are marijuana, cocaine, amphetamines, phencyclidine (PCP) and opioids.

n. Drug Abuse
Use of any illegal drug or controlled substance without a valid prescription, misuse of legally prescribed drugs, or use of illegally obtained prescription drugs. This includes use of prescription drugs legally prescribed to another individual.
o. Evidential Breath Testing (EBT) Device
   A device that is approved by the National Highway Traffic
   Safety Administration (NHTSA) for the evidential testing of
   breath at the .02 and .04 alcohol concentrations, and
   appears on ODAPC’s web page for “Approved Evidential
   Breath Measurement devices” because it conforms with the
   model specifications available from NHTSA.

p. FTA
   Federal Transit Administration.

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

r. Medical Review Officer (MRO)
   A licensed physician (medical doctor or doctor of
   osteopathy) responsible for receiving laboratory drug test
   results, who has knowledge of substance abuse disorders,
   and has the appropriate medical training to interpret and
   evaluate an individual's confirmed drug and/or validity test
   results together with the individual's medical history and
   any other relevant biomedical information. (See Appendix
   B for a detailed discussion of the MRO's roles and
   responsibilities)

s. Non-Negative Specimen
   A urine specimen that is reported as adulterated,
   substituted, positive for drug(s) or drug metabolite(s),
   and/or invalid.

t. Positive Drug Test
   Any urine that is chemically tested (screened and
   confirmed) at a HHS-certified laboratory, shows the
   presence of a prohibited drug or drug metabolite equal to
   or greater than the cutoff concentrations, as specified in
   Part 40, as amended.

u. Public Transportation Vehicles
   Vehicles used for public transportation or ancillary services.
   The vehicle can be a bus, electric bus, van, automobile, rail
   car, trolley car, trolley bus, or vessel.

v. Refusal to Test
   Includes circumstances or behaviors such as:
   i. Failure to appear at the collection site for any test (except
      pre-employment) in the time allotted;
ii. Leaving the collection site before the testing process is completed, except in pre-employment situations where leaving the site before the testing process begins is not deemed to be a test refusal.

iii. Failure to provide a urine, breath, or saliva specimen as required by DOT Part 40;

iv. Failure to permit the observation or monitoring of specimen collection when it is required;

v. Failure to provide a sufficient amount of urine or breath specimen without a valid medical explanation;

vi. Failure or refusal to take a second test when required;

vii. Failure to undergo a medical evaluation when required. (In the case of a pre-employment test, the individual is deemed to have refused to test only if the test is conducted following a contingent offer of employment.)

viii. Failure to cooperate with any part of the testing process (i.e., refusal to empty pockets when directed; behaving in a confrontational manner that disrupts the collection process; or failure to wash hands after being directed to do so by the collector.)

ix. For an observed collection, failure to follow the observer’s instructions to raise clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if the individual is wearing a prosthetic or other device that could be used to interfere with the collection process.

x. Possession or wearing of a prosthetic or other device that could be used to interfere with the collection process.

xi. Admitting adulteration or substitution of the specimen to the collector or the MRO.

xii. If the MRO reports a verified adulterated or substituted test result.

xiii. During alcohol testing, refusal to sign Step 2 of the alcohol testing form.

xiv. Leaving the scene of the accident without just cause prior to submitting to a test.

Note: A refusal to test carries the same consequences as a positive test result.

w. Specimen Validity Testing
   A test to determine if a urine specimen is adulterated, diluted or substituted.

x. Split specimen
   In drug testing, a part of the urine specimen that is sent to a first laboratory and retained unopened, and which is
transported to a second HHS-certified laboratory for testing upon employee request following a verified positive or a verified adulterated or substituted test result from the primary specimen.

y. Substance Abuse Professional (SAP)
   A person who evaluates employees who have violated a DOT drug and alcohol regulation and makes recommendations concerning education, treatment, follow-up testing, and aftercare.

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

V. PROCEDURE

1. Education and Training
   The education and ongoing awareness component of this policy will include displaying posters, distributing the drug and alcohol policy and other informational materials to all employees, and periodic informational seminars. As required by FTA regulation, Access will provide all safety-sensitive employees a minimum of 60 minutes of training on the effects and consequences of prohibited drug use on personal health, safety, the work environment, and on the signs and symptoms that may indicate prohibited drug use. Supervisors and other select company officials who may make reasonable suspicion referrals shall receive a minimum of 60 minutes of training on the physical, behavioral, and performance indicators of probable drug use, and at least 60 minutes of training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

2. Contact Person
   Any questions about this policy or any aspect of Access' drug-and alcohol-free program should be referred to:

   Drug & Alcohol Program Manager (DAPM)
   Alvina Narayan
   3449 Santa Anita Ave., 2nd Floor
   El Monte, CA 91731
   Phone: (213) 270-6000

3. Covered Employees
As a condition of employment, all employees are required to submit to drug and alcohol tests administered in accordance with Part 40 and Part 655. (Non-safety-sensitive employees are covered under Access’ own authority) A refusal to submit to a test as directed will be considered to be a positive test result and the employee will be subject to all the attending consequences as stated in this policy. (See section IV. DEFINITIONS for specific circumstances or behaviors that are considered refusal to test.) As defined by the FTA, safety-sensitive employees include those who perform, or may be called upon to perform, the following safety-sensitive functions.

- Operating a revenue service vehicle, even when it is not in revenue service;
- Operating a non-revenue service vehicle when required to be operated by a Commercial Driver’s License (CDL) holder;
- Controlling dispatch or movement of a revenue service vehicle;
- Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service.

Supervisors are considered safety-sensitive only if they perform, or may be called upon to perform any of the above safety-sensitive functions.

Access has analyzed actual job duties performed, or may be called upon to perform, by all of its employees and has determined that the following job classifications are considered safety-sensitive for the purposes of this policy:

- Fleet Maintenance Analyst
- Manager of Fleet Design and Maintenance
- Operations Service Monitor
- Road Safety Inspector
- Senior Road Safety Inspector

4. Drugs (or their Metabolites) Tested for:

Type of Drug
- Marijuana
- Cocaine
- Opioids
  - Codeine
  - Morphine
  - Heroin (6 –AM)
  - Hydrocodone
5. Illegal Drugs

Unless legally prescribed, the prohibited drugs listed above are illegal and employees are prohibited from consuming any of them at all times. Employees may be tested for illegal drugs anytime they are on duty. (Note: There is no legitimate medical explanation for the presence of PCP, 6-AM, MDMA, or MDA in a specimen).

a. Prescription or Over-the-Counter Medication

Under Access’ policy, the appropriate use of legally prescribed drugs and nonprescription medications is not prohibited. However, a safety-sensitive employee must notify his or her Manager and may not work if the medication carries a warning label that mental functioning, motor skills or judgment may be adversely affected, unless the medication is being used in accordance with the instructions of a physician who has provided a written determination that the substance will not adversely affect the employee’s ability to safely perform safety-sensitive functions.

A prescription is considered valid only if it is in writing and indicates the employee's name, date, the name of the substance, quantity or amount to be taken, and the period of authorization. Controlled substances obtained illegally outside the United States are not considered valid medical prescriptions under this policy. It is a violation of this policy to use any controlled substance in a manner that is inconsistent with the prescription. Any covered employee who violates this section of the policy is subject to disciplinary action, up to and including termination.

b. Alcohol

Safety-sensitive employees are prohibited from consuming alcohol in any form:
i. While performing safety-sensitive functions;
ii. Within 4 hours prior to performing safety-sensitive functions;
iii. While they are on call; or
iv. Within eight hours following an accident requiring a post-accident alcohol test, unless the test was completed within 8 hours.

Alcohol tests are conducted only just before, during, or just after the employee’s performance of a safety-sensitive function. An alcohol test is considered a DOT - FTA violation if the employee’s BAC is at 0.04 or greater. If a safety-sensitive employee’s alcohol concentration is equal to or greater than 0.02 but less than 0.04, he or she cannot continue to perform any safety-sensitive function until 8 hours have passed, or the employee was re-tested and the result was less than 0.02.

**Under Access’ own authority, the same prohibitions as stated above for both drugs and alcohol are applicable to non-safety-sensitive employees as well.**

6. Types of Testing
   a. Pre-Employment Testing
      All candidates for employment or any employee transferring from a non-safety-sensitive to a safety-sensitive position will be required to undergo a pre-employment drug test at a time and place designated by Access. A verified negative drug test result must be received from the MRO before an employee can perform any safety-sensitive function for the first time. If a pre-employment test is canceled, the individual will be required to undergo another test and successfully pass the test with a verified negative result.

      Subject to the individual’s written consent, Access will check on the drug and alcohol testing background of employment candidates and other employees being considered for hire into a safety-sensitive position if the individual previously worked in a safety-sensitive capacity for a DOT-covered employer in the last two years. If the individual refuses to provide the written consent, he or she will not be hired into the safety-sensitive position. In addition, if the individual has had a positive DOT pre-employment drug or alcohol test, or has refused such a test, he or she will not be hired until and unless the individual has provided a documentation of successful
completion of the return-to-duty process, which includes a SAP referral, evaluation and treatment plan.
In addition, any employee who has not performed any safety-sensitive function for at least 90 consecutive calendar days regardless of the reason, and has been out of the random testing pool during that period, must pass a pre-employment test before he or she is allowed to return to safety-sensitive duty.

b. Reasonable Suspicion Testing
Whenever a trained supervisor or company official has reason to believe that an employee has used a prohibited drug and/or engaged in alcohol misuse, reasonable suspicion testing will be conducted. The referral will be made by the employee’s immediate supervisor, management or an appointed & trained designee based on the specific, contemporaneous, and articulable observations concerning the appearance, behavior, speech, or body odors of the employee. The Supervisor who makes the referral need not be the employee’s own Supervisor, as long as he or she has received training in detecting the signs and symptoms of drug use and alcohol misuse. The supervisor’s observations will be documented on the Reasonable Suspicion Testing Determination Form and shall be kept in the employee’s confidential drug and alcohol testing file. A reasonable suspicion alcohol test will be conducted only if the reasonable suspicion observation is made just before, during, or just after the employee’s performance of safety-sensitive function.

Once a Supervisor has made a reasonable suspicion determination, he or she must remove the employee from performing any safety-sensitive functions, including all work related tasks/functions and arrange to have the employee accompanied to the testing site immediately. If the alcohol test is not conducted within two hours, reason for the delay must be documented and kept in the employee’s reasonable suspicion test file. All attempts to complete the alcohol test must cease after eight hours.

c. Post-Accident Testing
Any covered employee driving an Access public transportation vehicle or a non-revenue vehicle will be required to submit to drug and alcohol tests as soon as practicable after the accident. The “Post Accident Drug & Alcohol Testing Decision Maker Form shall be completed by the employee’s immediate supervisor, management or
an appointed & trained designee. The form can be located on the “O” Drive O:\StrategicPlanning\Drug and Alcohol Program\FORMS

For purposes of this policy, "accident" is defined as an accident involving an Access public transportation vehicle where the result is:

i. An individual dies;

ii. An individual suffers a bodily injury and immediately receives medical treatment away from the scene;

iii. The public transportation vehicle (if bus, electric bus, van, or automobile) or any other vehicle(s) involved in the accident suffers a disabling damage (see definition for disabling damage) as a result of the accident and is transported away from the scene by a tow truck or other vehicle.

d. Fatal Accidents

When there is a loss of human life, any surviving employee operating Access' public transportation vehicle at the time of the accident shall be tested for drugs and alcohol. Any safety-sensitive employee not in the vehicle but whose performance could have contributed to the accident also shall be tested.

e. Non-Fatal Accidents

Following non-fatal accidents, the employee operating the vehicle at the time of the accident shall be tested unless his or her performance can be completely discounted as a contributing factor to the accident. Any other safety-sensitive employee whose performance could have contributed to the accident also shall be tested.

f. Other Post-Accident Testing Requirements

Employees involved in an accident that requires testing must remain readily available for testing, including notifying Access Services DAPM and/or his/her immediate supervisor of his/her location if they leave the scene of the accident before testing to obtain emergency medical care, or to obtain assistance in responding to the accident. They will be considered to have refused to submit to testing if they fail to do so.

Employees are prohibited from using alcohol for eight hours following an accident or until the post-accident testing is completed, whichever occurs first. Every effort will be made to conduct alcohol testing within two hours after the accident. In the event the alcohol test is delayed beyond two hours, Access will prepare and maintain a
record stating the reason(s) for the delay. If an alcohol test is not administered within eight hours following the accident, Access will cease all efforts to administer the test and document the reason for the inability to test. In the event a drug test is not administered within 32 hours from the time of the accident, Access will cease all attempts to administer the drug test and document the reason for the inability to test. This requirement should not be construed to delay the necessary medical attention for injured people following the accident.

If Access is unable to perform post-accident tests within the required period of compliance, Access will use the post-accident test results administered by State or local law enforcement personnel under its own authority, provided the test results are obtained by Access in conformance with State and local law.

**Employees undergoing post-accident tests shall be escorted to the collection site. Following the tests, the employee is not allowed to perform any safety-sensitive function until Access has received negative test results. An employee whose drug test and/or alcohol test produces a negative result shall be promptly returned to his or her regular work and be made whole for any lost wages, unless the employee is suspended for any additional purposes concurrent with the waiting of the test results.**

g. **Random Testing**

As required by FTA regulations, safety-sensitive employees are required to undergo random drug and alcohol tests to deter use of prohibited drugs and misuse of alcohol. The random selection will be conducted using a scientifically valid method, such as a random number table or a computer-based random number generator, which gives each covered employee an equal chance of being selected every time a selection is made. As is the nature of random selection, some employees may be tested several times in one year, and other employees not tested for several years. Management does not have any discretion on who will be selected.

Every effort will be made by Access to spread random testing reasonably throughout the calendar year, all days of the week, and all hours when safety-sensitive functions are performed. The testing dates and times are unannounced and employees are required to immediately
proceed to the designated collection site following notification.

Random alcohol tests will be only conducted during, just before, or just after the covered employee's performance of safety sensitive duty.

Access will conduct random drug and alcohol tests at a minimum annual percentage of covered employees as required by the FTA. The rates are subject to change on an annual basis, depending on the industry-wide positive rate determined by the FTA from the annual reports submitted by covered employers.

h. Return-To Duty Testing

An employee, who has refused a DOT required test, has a verified positive, adulterated or substituted drug test result, or has a confirmed alcohol concentration at 0.04 or greater, shall not be allowed to return to duty until after he or she has completed the return-to-duty process. This includes evaluation by a SAP, successful completion of the rehabilitation, treatment or education program outlined by the SAP, and obtaining a verified negative return-to-duty drug test and/or alcohol test under 0.02.

i. Follow-Up Testing

In addition to the Return-to-Duty test described in Section h above, an employee who previously tested positive, or refused to take the test, shall be subject to follow-up testing for drugs and/or alcohol, as prescribed by the SAP, for a minimum period of 12 months to a maximum of five years. As mandated by the FTA, the minimum number of tests during the first 12 months of the employee's return to work is six. Although they are both unannounced, follow-up testing is apart and separate from random testing. The duration and frequency of testing will be designated by the SAP, but the actual follow-up testing dates will be decided by the Access Services’ DAPM. The employee is responsible for payment of all costs associated with follow-up testing.

7. Drug and Alcohol Testing Procedures

All DOT drug and alcohol tests required under this policy will be administered in accordance with the "Procedures for Transportation Workplace Drug and Alcohol Testing Programs (49 CFR Part 40, as amended). Throughout the testing process, the privacy of the employee will be protected and the integrity and validity of the process will be
maintained. The drug testing procedure will include a split specimen collection method and a Federal Chain of Custody and Control Form with a unique identification number to ensure that the correct test result is attributed to the correct employee. An initial screening test using an immunoassay technique will be performed. If the specimen is positive for one or more of the drugs tested, then a confirmation test will be performed in accordance with Part 40 procedures, as amended. If the test is confirmed positive, the MRO shall conduct a verification process, which includes giving the employee an opportunity to provide a valid medical explanation for the positive test result. The laboratory is required to keep positive, adulterated, substituted or invalid specimens for one year, or longer if requested. Additionally, the laboratory will conduct specimen validity testing to determine if a urine specimen has been adulterated, diluted, or substituted. Access requires its safety-sensitive employees to take a second test with no advance notice if the MRO reports a “negative-dilute” test result. Depending on the creatinine level reported to the MRO by the laboratory, the MRO might order the second collection to be done under direct observation. Should this second test result in a negative-dilute, the test will be considered a negative. This will be the test result of record and no additional testing will be required unless directed to do so by the MRO.

If the laboratory reports to the MRO an "Invalid Result" or "Rejected for Testing" (because of a fatal or uncorrectable flaw), a recollection may be required and depending on the circumstances, the MRO may require a directly-observed collection. Tests for alcohol concentration will be conducted using an alcohol screening device and an evidential breath testing (EBT) device if the screen test is at 0.02 BAC or greater. A DOT Alcohol Testing Form will be used and a unique sequential number will be assigned to each test.

Copies of the detailed drug and alcohol specimen collection procedures are available upon request from the Contact Person identified in Section V of this policy.

8. Directly - Observed Urine Specimen Collection

Under the following circumstances, the employee will be directed to undergo an immediate urine specimen collection under direct observation with no advance notice:

...
a. If the laboratory reported to the MRO that a specimen is invalid and there was no adequate medical explanation for the result;

b. If the MRO reported that the original positive, adulterated, or substituted test result had to be canceled because the split specimen testing could not be performed;

c. If the MRO reported a negative-dilute test result where creatinine level reported by the laboratory was greater than or equal to 2 mg/dL but equal to or less than 5 mg/dL;

d. If the drug test is a return-to-duty or a follow-up test;

e. If the collector observes materials brought to the collection site or employee conduct that clearly indicate an attempt to tamper with a specimen;

f. If the temperature on the original specimen was out of range; or

g. If the original specimen appeared to have been tampered with.

The observer shall be the same gender as the employee, but need not be the collector. Prior to the collection, the observer must request the employee to raise his or her shirt, blouse, or dress/skirt, as appropriate, above the waist; lower clothing and underpants; and to turn around to show the observer that he or she is not wearing any type of prosthetic or other device that could be used to interfere with the collection process. If none is observed, the employee may return clothing to its proper position for observed urination. The observer must observe the process to ensure that the specimen goes from the employee’s body into the collection container. If the employee declines to allow a directly observed collection when required under this policy, it is considered a refusal to test.

9. Monitored Urine Specimen Collection
Under those circumstances when a multi-stall restroom has to be used for urine specimen collection and the facility cannot be adequately secured, the collector will conduct a monitored collection. The monitor shall be the same gender as the employee, unless the monitor is a medical professional. The monitor will not watch the employee void into the collection container. However, if the monitor hears sounds or observes attempts to tamper with a specimen, an additional collection under direct observation will be ordered. If the employee declines to permit a collection to be monitored, the employee is considered to have refused to test.
10. Split Specimen Testing
After notification by the MRO of a verified positive drug test or refusal to test because of adulteration or substitution, the employee has 72 hours to request (verbally or in writing) a test of the split specimen. There is no split specimen testing authorized under Part 40 for an invalid test result. After 72 hours have passed, the request can be considered only if the employee can present to the satisfaction of the MRO information that unavoidably prevented the employee from making a timely request.

Following the employee’s timely request, the MRO shall send a written request to the primary laboratory to forward the split specimen to a second DHHS-certified laboratory for testing without regard to the cut-off concentration. If the second laboratory fails to reconfirm the substance detected in the primary specimen or the adulterant identified, or if the split specimen is unavailable for testing, the test shall be canceled. The MRO shall report the cancellation and the reasons for it to the DOT, Access, and the employee. In the case of the split specimen being unavailable, the employee shall be directed, with no advance notice, to submit another specimen under direct observation.

All costs related to split specimen testing will be paid by the employee. The employee shall be reimbursed if the second test invalidates the original test or if the test was canceled.

11. Consequences
As required by FTA regulations, any safety-sensitive employee who has a verified positive drug test result, an alcohol concentration of 0.04 or above, or refuses to submit to a drug or alcohol test (including adulteration or substitution) shall be:
   a. Immediately taken out of safety-sensitive duty; and
   b. Referred to at least two DOT-qualified SAPs for evaluation, education or treatment and provided educational materials.

If an employee tests for alcohol at 0.02 to 0.039, he or she will be removed from safety-sensitive duties until his or her next regularly scheduled workday (if at least 8 hours from the completion of the test), or if a re-test shows a result of less than 0.02.

Under Access’ own authority, non-safety-sensitive employees also may be removed from duty and referred to a Substance Abuse Counselor.
FTA regulations allow individual employers to determine the discipline to be imposed on employees who violate the FTA regulations or company policy. **It is the policy of Access to terminate employees after the first offense, except in the following circumstances involving any full time employee and if the violation did not:**

a. Cause an injury to or endanger the employee's safety or the safety of others;
b. Result in damage to Access' property (regardless of the value of the property) or pose a risk of damage;
c. Involve the possession of illegal drugs or other controlled substances;
d. Result from an employee's refusal to sign a re-entry agreement; or
e. Occur as a result of a positive follow-up test.

The decision not to discharge would be further conditioned on the employee's satisfactory completion of an approved substance abuse rehabilitation program recommended by a qualified SAP or Substance Abuse Counselor. In addition, an employee not discharged for a first violation of this policy will receive a final written warning and an immediate suspension without pay for a minimum of 10 days.

In the event an employee is returned to work, a second violation of this policy shall result in immediate discharge. The employee will not be eligible for rehire by Access.

12. Referral, Evaluation and Treatment

If an employee (including an applicant) has a verified positive DOT drug test result, or a confirmed alcohol concentration of .04 or greater, or has refused a DOT required test, Access shall advise the employee of the resources available for evaluating and resolving problems associated with prohibited drug use and alcohol misuse and document such referral. The employee shall be given the names, addresses and phone numbers of SAPs acceptable to Access. **Referrals following Non-DOT violations shall be made to a Substance Abuse Counselor. The individual will be responsible for any costs associated with the SAP/Substance Abuse Counselor evaluation or recommendation(s).**

13. Confidentiality and Access to Facilities and Records

Access will do everything possible to safeguard the confidentiality of drug and alcohol testing records and protect
the privacy of the individuals tested. Individual test results or medical information will be released to third parties only with the employee’s specific written consent, or to those parties authorized by the DOT or FTA to receive such information without the employee's consent. The employee’s written consent is not required in administrative or legal proceedings such as:

a. A lawsuit, grievance, or administrative proceeding brought by, or on behalf of the employee, resulting from a positive drug or alcohol test or a refusal to test; or
b. A criminal or civil action resulting from an employee’s performance of safety-sensitive duties where the alcohol or drug tests information is deemed relevant.

Access to Access’ facilities and drug and alcohol program records also must be provided, without the employee’s consent, to DOT or FTA agency representatives; the National Transportation Safety Board as part of an accident investigation; or a Federal, state or local safety agency with regulatory authority over the Company or the employee; or State or grantee required to certify to FTA compliance with 49 CFR Part 655 and Part 40. In addition, DOT has adopted a rule authorizing employers and Third Party Administrators to disclose to state commercial driver licensing (CDL) authorities the drug and alcohol violations of employees who hold CDLs and operate commercial motor vehicles, when a State law requires it.


Under the DFWA, employees are prohibited from the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the workplace. Employees are required to notify management in writing of any criminal drug statute convictions he or she receives for a violation occurring in the workplace, no later than five calendar days after such a conviction. Within 10 calendar days of receiving such notice, Access shall provide written notification of the conviction to the FTA. Within 30 calendar days of receiving notice of the conviction, Access shall take appropriate disciplinary action, or require the employee to participate and successfully complete a drug rehabilitation program.

VI. EXCEPTIONS

Not Applicable.
VII. PROVISIONS AND CONDITIONS

Not Applicable.

VIII. RELATED DOCUMENTS

A. Access Services Employee Handbook

4.12 Dress Code

Access’ professional reputation is defined, in part, by the image that employees present in dress and demeanor. Employees need to pay careful attention to their appearance, as it reflects not only their personal image but also impacts how others view Access. This holds true regardless of whether or not employees work directly with the public.

High standards of hygiene and grooming must be maintained at all times. Employees must dress professionally in an appropriate manner for a business office. For the most part, employees may adhere to a “business casual” manner of dress, but circumstances at times dictate that a more formal manner of dress is needed, for example, when we have visitors or at important meetings.

Employees must use good judgment in dress and appearance, and avoid fashion trends that may detract or conflict with a professional image; for example, multiple piercings or visible tattoos. Employees who do not have a professional appearance or are inappropriately dressed may be sent home without pay and directed to return to work appropriately attired.

Business casual includes slacks and collared shirts for men; slacks, blouses, skirts and dresses for women. Undergarments should be worn, but not visible. Blue jeans may only be worn on Fridays, provided there are no visitors or meetings scheduled. The proper attire for meetings and visitors is a business suit or sport coat/slacks and ties for men, and sport coat/slacks or skirts for women. Shoes should protect the feet and be appropriate to an office environment. High heels and open toed shoes for women are permitted as long as they do not interfere with safe movement.

Examples of inappropriate attire are:

- Cut-off pants or items that are not properly hemmed, or are ripped or torn, even if purchased that way
• Spaghetti straps, tube tops, or shirts that expose the midriff area
• Theme or slogan shirts, and T-shirts
• Leggings and sweat suits
• Flip flops

Access may modify the dress code at any time, with appropriate notice to employees.

4.13 Office Decorum and Communication

Each employee represents Access; a neat and clean appearance is vital in creating the best impression for our customers, stakeholders and the public. Likewise, employees are expected to act in a professional manner and maintain work areas to reflect an organized, efficient and professional appearance. Employees must always show respect and courtesy when dealing with members of the public or fellow employees in person, e-mail or on the telephone. Communication is expected to remain professional at all times, therefore profanity and personal derogatory or vulgar remarks will not be tolerated.

Access complies with all legal and ethical obligations under state and federal laws, and employees are expected to adhere to high standards of behavior. Ours is a culture of mutual respect and professional behavior. Accordingly, an employee’s failure to fulfill his or her responsibilities under this policy may result in disciplinary action, up to and including termination of employment.

4.14 Solicitation Policy

Soliciting employees or distributing material to employees in work areas during working hours is prohibited. Solicitation or distribution that involves employees is only allowed in non-work areas during non-work time. Non-employees are prohibited from soliciting on the premises at any time.

The use of company property such as bulletin boards and e-mail is restricted. While, subject to appropriate limitations, you can make reasonable use for charitable purposes or to announce, births, deaths, anniversaries and/or personal property for sale, you may not do so for commercial groups or other outside organizations nor may you do so on other than an occasional basis. Access maintains the right to remove from any of its property any inappropriate, offensive, or improper material. In no event shall Access be liable for the inaccuracy of any
postings or solicitations made by employees except in their official capacity and for an Access authorized purpose. Please consult your immediate supervisor or the Human Resources Manager if you are uncertain regarding the scope or application of this Policy.

4.15 Professional Involvement

Employees are encouraged to participate in professional activities related to Access’ work as long as there is no conflict of interest with the employee’s duties and responsibilities. If professional meetings or activities are held during the employee’s assigned work hours, the employee may ask his or her supervisor for permission to attend. Supervisors have the discretion to grant or deny requests. If an employee is not authorized to use work time, he or she may request to use PTO for this purpose.

4.16 Desk Inspection Policy

Access reserves the right to open and inspect desks and work areas, as well as any contents, effects, or articles that are in the desks. Such an inspection can occur at any time, with or without notice or consent, by any Supervisor, Manager, Executive Director, Human Resources or security personnel designated by Access. Employees who refuse to cooperate in any inspection may be subject to disciplinary action, up to and including termination. Access is not responsible for any articles that are placed or left in desks or work areas that are lost, damaged, stolen or destroyed.

4.17 Non-Revenue Service Vehicle Policy and Procedures

1. PROCEDURES
   a. Vehicle Assignment
      i. Pool Vehicle Assignments
         The Deputy Executive Director of Administration (DA) shall provide a detailed written request justifying such use of pool assignments to the Executive Director (ED). The Vehicle Maintenance Department will maintain an appropriate number of non-revenue passenger vehicles for employee use at Access facilities. The existence of pooled vehicles is intended to provide auxiliary transportation to
employees to conduct Access business. Priority will be given to advance reservation requests over last minute requests. When required for business purposes, all Access employees will have access to pool vehicles. Non-revenue passenger vehicles shall primarily be assigned to general pools available to all employees.

ii. Twenty-Four Hour Non-revenue Vehicle Assignment

Twenty-Four Hour Car Assignment to any Access employee will be made upon executive management recommendation and ED/DA/COO approval. Twenty-four hour nonrevenue vehicle assignment privileges may be terminated at any time. Any such vehicles specifically assigned to the ED shall be with approval of the Board of Directors. Specific numbered Access non-revenue passenger vehicles may be assigned to an employee if;

1. the employee is required to respond to Access emergencies regularly outside of normal job hours;
2. the nature of his/her job requires regular visitation to one or more multiple sites at irregular hours when use of public transportation is impractical;
3. at the discretion of the ED/DA/COO (or the Board of Directors as the case may be).

In order to minimize the total number of assigned 24-hour non-revenue passenger vehicles and make the best use of limited resources, employees who are assigned a 24-hour non-revenue passenger vehicle should make that vehicle available to other members of his/her department or work group to the maximum extent possible. The ED/DA/COO will monitor the appropriateness of 24-hour assignments. The Vehicle Maintenance Department will maintain appropriate documentation and semi-annually update the 24-hour assigned vehicle list with additions and deletions. An annual report will be provided to the ED/DA/COO to be used in the review of the appropriateness of the assignments. All updated lists must be approved by the ED or DA/COO.
The Human Resources Department may not offer a prospective candidate a non-revenue passenger vehicle as part of his/her employment package without the expressed authorization of the ED/DACOO. If an employee is authorized an Access non-revenue passenger vehicle as part of his/her compensation package, the vehicle shall be used to conduct Access business only and the employee shall follow all rules and regulations relative to the use and operation of the vehicle. When appropriate, Directors are required to designate and limit the number of persons under their section who require 24-hour passenger vehicles to conduct section business. When demand exceeds non-revenue passenger vehicle supply, the employee may use his/her personal vehicle in accordance with the Travel and Business Expense Reimbursement Policy. Employees assigned a 24-hour vehicle are not eligible to use pool vehicles, except if assigned vehicle is unavailable due to planned maintenance or repair. Employees may use their personal vehicles in accordance with the Travel and Business Expense Reimbursement policy instead of a non-revenue vehicle.

iii. Overnight Use

The employee’s manager shall be responsible for approving overnight use of vehicles and monitoring unauthorized travel in non-revenue passenger vehicles. Employees using a Pool non-revenue vehicle to commute from home to work will be subject to taxable benefits for each daily commute. Overnight vehicle use must be properly documented.

b. Eligibility

Drivers of Access non-revenue passenger vehicles shall have a valid California driver's license. New hires who do not have a valid California driver's license, and are required to drive an Access non-revenue passenger vehicle, shall obtain a valid California driver's license within 30 days of employment. Only Access employees may drive Access non-revenue passenger vehicles. Drivers of Access non-revenue passenger vehicles must complete the “Access Employees Driving Safety Program” which includes an on-line course on defensive driving and classroom instruction on accident/incident reporting.
Drivers of Access non-revenue passenger vehicles must register with the Claims Analyst and complete the necessary forms to participate in the California Department of Motor Vehicles Employer Pull Notice (EPN) Program. The Department of Motor Vehicles (DMV) notifies Access when employees are convicted of motor vehicle violations and when action is taken against a driver license or special driver certificate. Individuals considered by Access to have a poor driving record, or who are considered "negligent" by the Department of Motor Vehicles, as defined in the California Vehicle Code, Section 12810.5, cannot be employed as drivers.

Drivers of Access non-revenue passenger vehicles will have Motor Vehicle Records (MVRs) ordered periodically to assess driving records. Access’ insurance broker shall make requests for MVRs. In recognition of certain privacy protections provided under The Fair Credit Reporting Act, the appropriate authorization must be secured from the concerned individual prior to requesting an MVR for that person. In evaluating MVRs, there is a criterion Access will follow; if there are any violations of the criteria, disqualifying an individual for use of Access vehicles will be implemented.

In addition, drivers of Access non-revenue passenger vehicles must provide a copy of their current driver license and current proof of car insurance.

c. Unauthorized or Improper User
Non-revenue passenger vehicles can only be used for official Access business. Use of non-revenue passenger vehicles for other than incidental personal use is prohibited. Individuals not associated with Access may not drive non-revenue passenger vehicles. Access reserves the right to monitor any use of an Access-owned vehicle by whatever means it deems appropriate including, without limitation, real time global positioning system data capture and/or video/audio recording. Any employee who tampers with or disables any video and or tracking devices placed aboard the vehicle by Access is subject to disciplinary action, up to and including termination of employment. Non-revenue vehicles may not be driven outside the following counties unless specifically authorized in advance by the appropriate Director/Executive Officer:

- Los Angeles County
- Orange County

Access reserves the right, with or without notice, from time to time and in its sole discretion, to change, rescind or add to any policies, benefits or practices described herein, other than the employment-at-will policy and the arbitration policy. The employment-at-will policy and/or the arbitration policy may only be changed by a fully executed written agreement between Access and the affected parties. Access will advise employees of material changes in its policies within a reasonable time.
— Ventura County
— San Bernardino County
— Riverside County

Proper care in the operation of a non-revenue vehicle, including the use of seat belts, must be exercised at all times. All state and local laws must be obeyed at all times. Access employees may not use any cell phones while operating non-revenue vehicles, unless using a hands free device. Message texting and e-mail is also prohibited during the operation of a non-revenue vehicle. Emergency calls without a hands-free device may be made provided the vehicle is stopped in a safe location and the call does not interfere with the safe operation of the vehicle. Smoking is prohibited in Access vehicles.

No modifications shall be made to any non-revenue service vehicle without the consent of Access except in an emergency and then only as necessary to meet such emergency.

Improper use of an Access non-revenue passenger vehicle may result in disciplinary action up to and including termination.

d. Accidents

Any accident or damage to a non-revenue passenger vehicle must be immediately reported by the driver to his/her supervisor and the Risk Management section as soon as possible. An Access Vehicle Accident Report must also be submitted at the end of the employee’s work shift unless the employee is hospitalized. Drug testing may be required as specified in the Alcohol-and Drug-Free Work Environment policy.

e. IRS Reporting

The IRS Code requires that a taxable benefit be assessed for the use of 24-hour non-revenue passenger vehicles and Pool non-revenue vehicles when used for non-business and commuting purposes. Employees with an assigned 24-hour non-revenue passenger vehicle or a Pool non-revenue vehicle will be placed in one of two calculation method categories:

i. Commuting Valuation method will be used for all employees that earn less than federal employees at Executive Level V (Non-Control Employees).

ii. The Annual Lease Valuation Method will be used for all employees assigned a 24-hour non-vehicle passenger vehicle or assigned a Pool non-revenue vehicle.
vehicle and earn more than federal employees at Executive V (Control Employee).
The Accounting Department's Payroll Section is responsible for calculating and withholding the
appropriate tax and includes the amount of fringe benefit and the tax withheld on the employee's yearly W-2 form.

i. Commuting Valuation Method
The following method will be used for Non-Control Employees. A Non-Control Employee is one whose
salary is below the definition of a highly compensated employee per IRS Regulation Section 1.1 32-8(f).
The value of the use of a 24-hour non-revenue vehicle passenger vehicle or assigned Pool non-revenue
passenger vehicle assigned to a Non-Control Employee will be calculated as follows:
A Mileage Report will be submitted to Payroll by December 1st of each year and shall include
information with regard to the number of commuting trips driven by the employee for commuting to and
from the employee's personal residence to the employee's principal place of employment. Vacation,
holidays, sick, jury duty, bereavement and out of town business travel will be excluded from the calculation.
The time period for this calculation will be from November 1 through October 31 of each year. This
number of personal commute trips will be multiplied by the amount calculated under the current IRS Code
($1.50 per one way commute and $3.00 per round trip) and will be included as taxable income and
added to the employee's gross wages.
Failure to submit a Mileage Report to Payroll by December 1st will result in the taxation of total miles
driven, both business and personal.
The amount of taxable fringe benefit will be included in the employee's W-2 Form for that calendar year.

ii. Annual Lease Valuation Method
To the extent not otherwise provided in an applicable employment contract, this method will be used for all
Control Employees. A Control Employee is a highly compensated employee as defined by IRS Regulation
Section 1.132-8(f).
The value of the use of a 24-hour non-revenue passenger vehicle or assigned Pool non-revenue
A Control Employee assigned a 24-hour non-revenue passenger vehicle or a Pool non-revenue vehicle will have the taxable benefit calculated based on a lease value taken from the "Annual Lease Value Table" provided by the IRS. A Mileage Report will be submitted by each Control Employee assigned a 24-hour non-revenue vehicle or a Pool non-revenue vehicle by December 1st of each year to the Payroll Department. Each employee assigned a non-revenue vehicle must account for all commuting work days and must include information with regard to the number of commuting trips driven by the employee for commuting to and from the employee's personal residence to the employee's principal place of employment and the mileage for each trip. Vacation, holidays, sick, jury duty, bereavement, etc. and out of town business travel will be excluded from the calculation. If the vehicle is used by other staff for their personal commuting, those days need to be accounted for at the end of the year, the time period for this calculation will be from November 1 through October 31 of each year. This number will be multiplied by the amount calculated under the current IRS Code and will be included as taxable income and added to the employee's gross wages. Failure to submit a Mileage Report to Payroll by December 1st will result in the taxation of total miles driven, both business and personal. The amount of taxable fringe benefit will be included in the employee's W-2 Form for that calendar year.

f. Mileage Reimbursement

Access will reimburse individual employees for any personal vehicle mileage and parking expense incurred while conducting authorized Access business, subject to Access policy.

g. Fuel

The driver of any Access vehicle must use Access refueling facilities if available. In emergency situations, the driver may refuel at commercial gas stations using "self-service" pumps only. Fuel receipts may be submitted as part of the Travel and Business Expense Report. Cost of fuel used for personal business is added to the taxable benefit of each vehicle assigned to a Control Employee will be calculated as follows:

Access will reimburse individual employees for any personal vehicle mileage and parking expense incurred while conducting authorized Access business, subject to Access policy.
employee with 24-hour assigned vehicles or assigned a Pool non-vehicle.

h. Traffic Citations
Drivers of Access vehicles must observe all vehicle, traffic and parking codes. Traffic and parking citations are the employee’s responsibility. Access will not reimburse for parking citations or moving violations.

i. Keyed Vehicles
For business reasons Access may key some vehicles alike, but most new vehicles will be keyed individually. Employees are responsible for safeguarding non-revenue passenger vehicle keys and/or fobs.

j. Fleet Replacement Planning
Non-Revenue passenger vehicles may be replaced in accordance with the Access capital budgeting procedures. The targeted passenger vehicle retirement and replacement schedule shall be 6 years and/or 100,000 miles.

2. DEFINITION OF TERMS
Control Employee - a "highly compensated" employee as defined by IRS regulation Section 1.132-8(f).
Driver - Access employee who is eligible and authorized to drive a non-revenue passenger vehicle and who has a valid California driver’s license.
Emergency - incidents that directly and adversely affect the safety of the riding public, Access employees, Access property or the timeliness of critical Access service; or incidents where failure to report to the emergency site in a timely manner would direct or adversely affect the safety of the riding public, property, or the timeliness of critical Access service.
Twenty-Four Hour Vehicles - non-revenue passenger vehicles assigned to Executive Officers Directors, and/or employees on 24-hour call.

3. RESPONSIBILITIES
The Accounting Department is responsible for application of IRS code requirements as they pertain to the use of Access non-revenue passenger vehicles and for the appropriate reporting and withholding of the related tax on the employee’s yearly W-2 report.
The ED or his/her designee shall approve all 24-hour vehicle assignments.
The Deputy Executive Director of Administration, through the ED shall be responsible for administering this policy and managing the Access nonrevenue vehicle and equipment fleet, including
planning the acquisition of new non-revenue vehicles and equipment, coordinating and maintaining all vehicle tracking records for the use of these vehicles, maintenance of the non-revenue vehicle and equipment fleet, including scheduling and performance of inspections and all regular repair and maintenance, maintaining accurate maintenance records, and performing an on-going review and analysis of the fleet to determine need for replacement. He/she must develop and implement appropriate operating procedures to ensure proper maintenance and security of all Access vehicles; and develop and implement all written specifications for the non-revenue fleet. **Executive Officers** and **Directors** are responsible for ensuring that, when necessary, employees have Access vehicles to properly conduct their duties and responsibilities and that the vehicles are used in accordance with this procedure.

Employees will be responsible for the following:

- Safety and security of the vehicle in accordance with this policy;
- Maintaining a valid California driver’s license;
- Wearing a seat belt at all times while operating the non-revenue vehicle; and
- Completing required vehicle reports in a timely manner. For safety reasons, cellular phones must be operated "hands-free" while driving a motor vehicle except for emergency purposes, to comply with California Vehicle Code §23123.

### 4.18 Termination, Discipline and Rules of Conduct

1. **Severing the Employment Relationship**
   
   As discussed throughout this handbook, all employment at Access is at-will and based on the mutual consent of the employee and Access. Accordingly, either the employee or Access can sever the employment relationship at will, with or without cause or advance notice, at any time. Although no policy can anticipate every situation, this section provides an overview of the process governing the end of the employment relationship.

   a. **Voluntary Termination**

   If an employee finds it necessary to resign, he or she is requested to give advance written notice to his or her Supervisor and to the Human Resources Department specifying the last day scheduled to work. All employees...
are asked (although not required) to give at least two weeks advance notice of the effective date of resignation. In addition, Access will consider an employee to have voluntarily terminated his or her employment if an employee does any of the following:

i. Elects to resign from Access;
ii. Fails to return from an approved leave of absence on the date specified; or
iii. Fails to report for work without notice (no-call/no-show) for two (2) consecutive days.

b. Involuntary Termination

i. An employee may be terminated involuntarily for reasons that may include poor performance, misconduct or other violations of Access’ rules of conduct as set forth below. Notwithstanding the list of rules that follow, the at-will nature of employment prevails and Access reserves the right to terminate employment at any time, with or without cause and with or without prior notice.

2. Discipline and Rules of Conduct

a. Policy

Employees are expected to observe standards of job performance and conduct. When performance or conduct does not meet the expectations of the position, Access will endeavor; when and if deemed appropriate, to provide the employee a reasonable opportunity to correct the deficiency. If, however, the employee fails to make the correction, he or she will be subject to further disciplinary action, up to and including termination.

The rules set forth below are intended to provide employees with an overview of what is reasonably expected of them. However, a list of rules cannot possibly identify every type of unacceptable conduct and performance. Therefore, employees should be aware that conduct not specifically listed below but which adversely affects or is otherwise detrimental to the interest of other employees, vendors, providers, clients or suppliers may also result in disciplinary action, up to and including termination.

b. Job Performance

Employees may be disciplined for poor job performance, including but not limited to the following:

i. Unsatisfactory work quality or quantity
ii. Poor attitude (i.e. insubordination, rudeness or lack of cooperation or teamwork)
iii. Excessive absenteeism, tardiness, or abuse of break and/or lunch periods
iv. Failure to follow instructions or Access’ procedures
v. Failure to follow established safety regulations
vi. Lack of teamwork or ability to get along with others

c. Misconduct

Employees may be disciplined for misconduct, including but not limited to the following:

i. Insubordination, including improper conduct toward a Supervisor, Manager or Executive;

ii. Refusal to perform assigned tasks;

iii. Theft or unauthorized removal or possession of property, records, or other material from Access, fellow employees, or anyone on company property;

iv. Dishonesty; being dishonest in any form or failing to report any known acts of dishonesty by other employees, vendors, providers, clients, suppliers or visitors;

v. Misconduct;

vi. Misusing, destroying or damaging the property of Access, a fellow employee or a visitor;

vii. Excessive use of personal cell phones, or personal electronic devices such as i-Pods or MP3 players during working hours;

viii. Violating conflicts of interest rules and agreements;

ix. Disclosing or using confidential information or proprietary information without authorization;

x. Falsifying, altering or material omission of Access’ records, including the application for employment and any time-keeping records;

xi. Clocking in another employee, or asking someone to clock you in;

xii. Interfering with the work performance of others;

xiii. Altercations; actual or threatened violence;

xiv. Sexual harassment or other unlawful harassment, whether verbal, physical or visual to or by any individual;

xv. Being under the influence of, manufacturing, dispensing, selling, distributing, using or possessing alcohol or illegal substances on Access’ property, while conducting business, while on duty or while operating a vehicle leased or owned by Access;
xvi. Gambling on Access’ premises or while conducting Access’ business;

xvii. Posting, defacing or removing Access’ property without authority from a Supervisor, Manager or Executive Director;

xviii. Possessing a firearm or other dangerous weapon or device on Access’ property or while conducting Access’ business;

xix. Violation of Access’ rules concerning the use of its equipment, internet access, software and/or computer system;

xx. Violation of any of the policies contained within this Handbook;

xxi. Participating in any immoral, indecent, violent or disorderly conduct on or off Access’ premises that adversely affects the image of Access;

xxii. Disregarding safety practices that may compromise the safety of employees, vendors, providers, clients, suppliers or visitors;

xxiii. Refusing to cooperate with any Supervisor, Manager or Executive Director;

xxiv. Performing duties carelessly or with gross negligence;

xxv. Conviction of a felony;

xxvi. Using abusive or profane language;

xxvii. Unacceptable job performance or below average work quality;

xxviii. Sleeping while on duty; or

xxix. Failing to bring any problems to the attention of a Supervisor, Manager or Executive Director.

d. Attendance

In addition to the general rules stated above, employees may be disciplined for failing to observe the following specific requirements related to attendance:

i. Reporting to work on time, observing the time limits for rest and lunch periods, and obtaining approval to leave work early;

ii. Absence for one or more consecutive workdays without notice to the employee’s Supervisor, Manager, Director Executive and/or to the Human Resources Department, unless a reasonable excuse is offered and accepted by Access; or

iii. Notifying the appropriate Supervisor in advance of anticipated tardiness or absence.
e. Progressive Discipline
Access reserves the right, at its sole discretion, to discipline employees where it determines that such action is warranted by the circumstances. Although employment relationships are terminable at-will, at any time, either at the employee’s option or at the option of the company, Access may exercise its discretion to administer a system of progressive discipline. Progressive discipline may include verbal counseling, one or more written counseling, corrective action and/or termination of employment. However, progressive discipline is not mandatory or binding. Access reserves the right, in its discretion, to deviate from any formal system of discipline. During the progressive disciplinary or corrective action period the employee is placed on “probation” status.

f. Exit Interview
Employees who leave Access for any reason may be asked to participate in an exit interview with the Human Resources Department. This interview is intended to permit terminating employees the opportunity to communicate his or her views regarding working with Access; including job duties, training, supervision and benefits. At the time of the interview, employees are expected to return all property that Access furnished, such as cell phones, I.D. cards, credit cards, gas cards, keys, documents, computer and/or electronic equipment and handbooks. Arrangements for clearing any outstanding debts with Access and receiving final paycheck.
5 COMPENSATION POLICIES

5.1 Hours of Work

Access’ core business hours are 8:00 AM to 5:00 PM, Monday through Friday. The normal work schedule for full-time employees encompasses 80 hours each bi-weekly pay period, either on a traditional eight hour / five day week or a 9/80 alternative work schedule. Business needs may require variations in an employee’s starting and ending times and total hours worked each day or each week.

Access expects that exempt employees will demonstrate the level of commitment appropriate to his or her status by being present during core business hours as well as after hours when business needs indicate.

Non-exempt employees may be required to work overtime or hours other than those normally scheduled whenever necessary. When overtime work is assigned, failure to work assigned overtime may result in disciplinary action, up to and including termination of employment. Each employee’s supervisor will advise the employee of his or her specific work hours or any changes to schedule. In addition, Access reserves the right to assign employees to jobs other than their usual assignments, as well as hours of work and rotating shifts.

Various work schedules have been established for some positions, such as the Road Supervisors and in the Operations Monitoring Center. Provisions for a nine-day flex schedule (9/80 schedule) are available in certain departments where such a schedule adds to the overall efficiency of the workload. The Access 9/80 work schedule is compliant with state and federal overtime regulations. The Operations Monitoring Center operates 24 hours a day, 365 days a year. All employees in the Operations Monitoring Center have rotating shifts, such as Wednesday through Sunday, 12:00 p.m. to 9:00 p.m., Tuesday through Saturday, 7:00 a.m. to 4:00 p.m., etc.

Non-exempt employees must clock in and out daily using our electronic timekeeping system, EZ Labor. Clocking in and out for lunch is not usually necessary, unless the employee is taking a longer lunch than they are regularly scheduled to take. Employees must clock out when leaving the premises for any non-work-related activity, even if they expect to return later the same day. Frequently failing to clock in or out may result in disciplinary action, up to and including termination of employment.
5.2 Timekeeping Procedures

Emergency Telecommuting

The purpose of the Emergency Telecommuting Policy is to ensure that essential Access functions continue to be performed at an alternative location during the disruption of normal operations. Access will implement this Policy in keeping with the mission of Access and the respective Department. This Policy is an emergency policy and the Executive Director has discretion to withdraw the Policy if deemed necessary.

The Executive Director shall designate and authorize specific times in which an Emergency Telecommuting Agreement (“ETA”) shall apply. Any ETA is subject to the terms and conditions set forth in this Policy below.

Eligibility Criteria

Telecommuting is not suitable for all employees and/or positions. The Executive Director has the discretion to determine the employees and positions who may telecommute on an emergency basis utilizing criteria that includes, but is not limited to:

1. The operational needs of the employee’s department and Access;
2. The potential for disruption to Access’ functions;
3. The ability of the employee to perform his or her specific job duties from a location separate from his or her Access worksite (“Alternate Worksite”) without diminishing the quantity or quality of the work performed;
4. The degree of face-to-face interaction with other Access employees and the public that the employee’s position requires;
5. The portability of the employee’s work;
6. The ability to create a functional, reliable, safe, and secure Alternate Worksite for the employee at a reasonable cost;
7. The risk factors associated with performing the employee’s job duties from a location separate from his or her Access Worksite;
8. The ability to measure the employee’s work performance from a location separate from his or her Access Worksite;
9. The employee’s supervisory responsibilities;
10. The employee’s need for supervision;
11. Other considerations deemed necessary and appropriate by the employee’s immediate supervisor, Department Head, and the Human Resources Manager.

Telecommuting Assignment:

1. Any ETA is only valid for the time period specified in the Agreement. The Agreement is invalid after this time unless Access approves an extension in writing. Access may, in its discretion, decide to terminate the Agreement earlier.

2. Employee acknowledges and agrees that the ETA is temporary and subject to the discretion of management. Telecommuting will be approved on a case-by-case basis consistent with the eligibility criteria above.

3. Non-exempt employees who receive overtime shall be assigned a work schedule in the ETA, including rest and meal breaks ("Work Schedule"). Any deviation from the Work Schedule must be approved in advance, in writing, by management. Non-exempt employees must take meal and rest breaks while telecommuting, just as they would if they were reporting to work at their worksite at Access. Non-exempt employees may not telecommute outside their normal work hours without prior written authorization from their supervisor. A non-exempt employee who fails to secure written authorization before telecommuting outside his or her normal work hours may face discipline in accordance with Access’ policy for working unauthorized overtime.

4. Telecommuting employees are required to be accessible in the same manner as if they are working at their Access worksite during the established telecommuting Work Schedule, regardless of the designated location for telecommuting, or "Alternate Worksite." Employees must be accessible via telephone, email, and/or network access to their supervisor and other Access employees while telecommuting, as if working at their Access/headquarters’ worksite. Employees shall check their Access-related business phone messages and emails on a consistent basis, as if working at their Access worksite.

5. Employees shall work on a full-time basis, according to the Work Schedule. Employees are required to maintain an accurate record of all hours worked at the Alternate Worksite and make that record available to his or her supervisor upon request. Employees shall record all non-productive work time on his/her timesheet.

6. While telecommuting, employees shall adhere to the following:
a. Be available to the department via telephone and/or email during all ETA designated work hours.

b. Have the Alternate Worksite be quiet and free of distractions, with reliable and secure internet and/or wireless access.

c. All periods of employees’ unavailability must be approved in advance by management in accordance with Paid Time Policy and documented on EZ Labor accordingly.

d. Employees shall ensure dependent care will not interfere with work responsibilities.

e. Employees must notify their supervisor promptly when unable to perform work assignments because of equipment failure or other unforeseen circumstances.

f. If Access has provided Company owned equipment, employees agree to follow Access’ Technology Use and Privacy Policy for the use of such equipment. Employees will report to their supervisor any loss, damage, or unauthorized access to Access owned equipment, immediately upon discovery of such loss, damage, or unauthorized access.

General Duties, Obligations and Responsibilities:

Employees must adhere to the provisions set forth in this Policy and the terms of the ETA. Any deviation from the ETA requires prior written approval from Access.

1. All existing duties, obligations, responsibilities and conditions of employment remain unchanged. Telecommuting employees are expected to abide by all Access and departmental policies and procedures, rules and regulations, and all other official Access documents and directives.

2. Employees authorized to perform work at an Alternate Worksite must meet the same standards of performance and professionalism expected of Access employees in terms of job responsibilities, work product, timeliness of assignments, and contact with other Access employees and the public.

3. Employees shall ensure that all official Access documents are retained and maintained according to the normal operating procedures in the same manner as if working at Access headquarters’ worksite.

4. Employees may receive approval to use personal computer equipment or...
be provided with Access issued equipment at the discretion of the Executive Director and or IT Director.

5. Access shall not be responsible for costs associated with the use of computer and/or cellular equipment, including energy, data or maintenance costs, network costs, home maintenance, home workspace furniture, ergonomic equipment, liability for third party claims, or any other incidental costs (e.g., utilities associated with the employee’s telecommuting).

6. Employees may receive a virtual private network (“VPN”) account, as approved by the Executive Director.

7. Employees shall continue to abide by practices, policies and procedures for requests of sick, vacation and other leaves of absences. Requests to work overtime, declare vacation or take other time off from work must be pre-approved in writing by each employee’s supervisor. If an employee becomes ill while working under an ETA, he/she shall notify his/her supervisor immediately and record on his/her timesheet any hours not worked due to incapacitation.

8. Employees must take reasonable precautions to ensure their devices (e.g., computers, laptops, tablets, smart phones, etc.) are secure before connecting remotely to the Access’s network and must close or secure all connections to Access desktop or system resources (e.g., remote desktop, VPN connections, etc.) when not conducting work for the Access. Employees must maintain adequate firewall and security protection on all such devices used to conduct Access work from the Alternate Worksite.

9. Employees shall exercise the same precautions to safeguard electronic and paper information, protect confidentiality, and adhere to the Access’s records retention policies, especially as it pertains to the Public Records Act. Employees must safeguard all sensitive and confidential information (both on paper and in electronic form) relating to Access work they access from the Alternate Worksite or transport from their Access worksite to the Alternate Worksite. Employees must also take reasonable precautions to prevent third parties from accessing or handling sensitive and confidential information they access from the Alternate Worksite or transport from their Access worksite to the Alternate Worksite. Employees must return all records, documents, and correspondence to the Access at the termination of the ETA or upon request by their supervisor, Department Head or Human Resources.

10. Employees’ salary and benefits remain unchanged. Workers’ Compensation benefits will apply only to injuries arising out of and in the
course of employment as defined by Workers’ Compensation law. Employees must report any such work-related injuries to their supervisor immediately. The Access shall not be responsible for injuries or property damage unrelated to such work activities, including injuries to third persons when said injuries occur at the Alternate Worksite.

11. All of Employees’ existing supervisory relationships, lines of authority and supervisory practices remain in effect. Prior to the approval of this Agreement, supervisors and employees shall agree upon a reasonable set of goals and objectives to be accomplished. Supervisors shall use reasonable means to ensure that timelines are adhered to and that goals and objectives are achieved.

12. Any breach of the telecommuting agreement by the employee may result in termination of the Agreement and/or disciplinary action, up to and including termination of employment.
5.3 **Timekeeping Procedures**

All timekeeping is recorded through an electronic clock-in/out system for non-exempt employees, and an electronic time record for exempt employees. These records represent legal documents that are used to accurately record working time and to properly compensate employees. Time records remain the sole property of Access.

Non-exempt employees are required to record all working time fully and accurately by clocking in and out of the electronic timekeeping system on a daily basis. Exempt employees are required to record days worked and PTO time accurately on the time records. Falsification of time records will result in disciplinary action, up to and including termination of employment. Time records must be reviewed and electronically approved by the employee’s supervisor.

By submitting their time record at the end of each pay period, non-exempt employees declare that the time and hours recorded on the time record accurately and fully identify all time worked during the designated pay period and acknowledge that they have complied with taking all meal periods and rest periods to which they are entitled, in a manner consistent with the California and federal labor laws and the policies of Access during the pay period.

Exempt employees, by submitting their time record at the end of each pay period, likewise declare that the timesheet accurately and fully identifies all the salaried hours and PTO for which they are entitled to be paid as an exempt employee during the designated pay period, and that they have acted in a manner consistent with the California and federal labor laws and the policies of Access during the pay period.

5.3 **Shift Differential**

Employees in the Operations Monitoring Center who are required to work the swing shift, from 2:30 PM to 11:00 PM, will be paid a shift differential premium of one dollar ($1.00) per hour for hours worked. Only hours worked during the swing shift will be compensated at the premium rate. Hours worked other than the swing shift will be paid at the employee’s regular rate of pay. Premium pay will not apply to non-working time, such as PTO, holidays, jury duty, bereavement or any other time off with pay.
5.4 **Meals and Breaks**

All non-exempt employees receive two fifteen-minute paid rest periods for each full workday, one in the mid-morning and one in the mid-afternoon. Meal periods may be 30 or 60 minutes in duration and are not compensated. A minimum of a 30-minute meal period must be taken after not more than 5 hours of work. If an employee works more than 11 hours, a second meal period of at least 30 minutes must be taken. All employees are required to take meal periods and are encouraged not to eat at their desks or work stations. Employees who are scheduled 6 hours or less may waive the meal period by notifying his or her Supervisor in writing, in advance, for each occurrence, as required by state law.

5.5 **Moonlighting**

Access has no objection to an employee holding another job as long as the employee can effectively meet the performance standards for his or her position and the second job does not, in any way, conflict with Access' business. Access asks that the employee seriously think about the effects that such extra work may have on the limits of his or her endurance, overall personal health, and effectiveness with Access. Access will hold all employees to the same standards of performance and scheduling demands and cannot make exceptions for employees who also hold outside jobs.

5.6 **Shift Differential**

1. **One-Day Travel Out of Town or Away From the Office**
   
   All travel time of a non-exempt employee sent out of town by Access on a one-day assignment will be counted as hours worked. Because the employee would normally be required to report to work at his or her normal workplace, any time spent traveling between his or her house and the terminal of a common carrier will not be counted as hours worked.

2. **Overnight Travel Out of Town**
   
   a. Non-Exempt Employees
      
      If a non-exempt employee’s duties require him or her to travel out of town overnight, the time the employee is on business, i.e. time spent under company control and not “free” time, will be counted as hours worked. The employee is responsible for taking the usual meal period. All hours outside company control spent as a passenger
will not be counted as time worked, except to the extent that the employee spends time performing duties as assigned by his or her Supervisor. If the work assignment extends beyond the employee’s normally schedule eight (or nine)-hour day, the employee’s supervisor must obtain approval for the overtime. If the employee extends the travel to include personal time, PTO may be substituted for an unpaid leave. Access will reimburse the employee the fare for the shuttle to and from the airport or parking fees and mileage to the destination if the employee chooses to use his or her personal transportation. See the Reimbursement of Business and Travel Expenses Policy for more details.

b. Exempt Employees

If an exempt employee’s duties require him or her to travel out of town overnight, the time the employee is on business will be counted as hours worked. If the employee is required to travel out of town overnight on a day that is normally his or her day off, the employee will not receive any special compensation. Exempt employees are paid a salary that is intended to fully compensate them for all hours worked each week, however few or many those hours are, which also including travel time. Therefore, exempt employees who are required to travel out of town overnight will be compensated at his or her regular salary. If the employee extends the travel time to include personal time, PTO may be substituted for an unpaid leave. Access will reimburse the employee the fare for the shuttle to and from the airport or parking fees and mileage to the destination if the employee chooses to use his or her personal transportation. See the Reimbursement of Business and Travel Expenses Policy for more details.

Employees in the Operations Monitoring Center who are required to work the swing shift, from 2:30 PM to 11:00 PM, will be paid a shift differential premium of one dollar ($1.00) per hour for hours worked. Only hours worked during the swing shift will be compensated at the premium rate. Hours worked other than the swing shift will be paid at the employee’s regular rate of pay. Premium pay will not apply to non-working time, such as PTO, holidays, jury duty, bereavement or any other time off with pay.
5.7 Overtime

1. Definition and Rates of Pay
   a. Non-exempt employees shall be paid for hours worked, including overtime, in accordance with all legal requirements, regardless of whether or not the overtime was approved in advance.
   b. Employees who qualify within the meaning of the state and federal wage and hour laws as exempt will not be paid overtime and are not subject to this policy.
   c. All overtime must be approved in advance by the employee’s supervisor. Employees who work overtime without obtaining required approval may be disciplined for doing so.
   d. Non-exempt employees shall record all time worked, including time worked over his or her normal schedule, by clocking in and out of the electronic timekeeping system. Time is rounded to the nearest quarter of an hour.
   e. Overtime pay is calculated at one and one-half times the employee’s regular rate for all hours over 8 in one workday and 40 hours in one workweek in accordance with state and federal wage and hour laws.
   f. For purposes of overtime, Access’ workweek for a traditional eight hour / five day per week schedule is defined as starting Monday at 12:01 AM through Sunday, midnight. Employees who work alternative schedules have a work week that is calculated based on the four hour mark of the eight hour day in the nine day schedule, and may vary from schedule to schedule.
   g. Overtime is computed on the basis of a non-exempt employee’s total hours worked during a work week, which is not necessarily the same as total hours paid in that work week. Holidays, PTO, jury duty, bereavement or any other time off with pay does not count as hours worked for overtime purposes. Hours worked on Saturday or Sunday do not automatically qualify for compensation at a premium rate of pay.
   h. Non-exempt employees who work on a company-designated holiday will be paid one and one-half times the employee’s regular rate of pay for hours actually worked on the holiday, plus 8 hours of holiday pay. Please see the Holiday Pay Policy for more details.

2. Five Overtime Zones (Excluding the 9/80 Work Schedule)
a. Non-Exempt Employees Will be Entitled to One and One-Half Times Pay For:
   i. Over 8 hours of work in a workday;
   ii. Over 40 hours of work in a workweek; and
   iii. The first 8 hours of work occurring on the 7th consecutive day worked in one workweek.

b. Non-Exempt Employees Will be Entitled to Double-Time For:
   i. Over 12 hours of work in a workday; and
   ii. Over 8 hours of work occurring on the 7th consecutive day worked in one workweek.

5.8 Make-Up Time Policy

Access Services does not offer Make-Up Time. Non-exempt employees are allowed to utilize accrued Personal Time Off (PTO), subject to supervisor approval, to offset missed scheduled work hours.

5.9 Paydays and Paychecks

Access adheres to a bi-weekly pay cycle. Employees are paid every other Friday. If a payday falls on a holiday, paychecks will be distributed on the preceding workday. Each paycheck covers work performed through the Sunday prior to payday for the previous two weeks.

5.10 Length of Service Recognition

Employees shall be recognized for the length of service in terms of a monetary and memento award for each five (5) years of service from their date of hire as follows –

- 5 years $100 gift card
- 10 years $200 gift card
- 15 years $300 gift card
- 20 years $400 gift card
- 25 years $500 gift card
- 30 years $600 gift card

5.10.1 Performance and Salary Reviews

Performance appraisals are an important part of Access’ commitment to continuing employee development and improvement. Periodic and
ongoing feedback is beneficial to both employee and supervisor by setting goals, measuring progress, and honing the employee’s strengths and addressing any areas for improvement.

Appraisal is an ongoing process and does not necessarily result in a merit increase, salary adjustment or promotion. Employees are required to complete self-evaluations as part of the appraisal. Under certain circumstances, interim appraisals may be scheduled to address specific needs.

Job classifications, grade levels, and salary ranges (minimum, midpoint, maximum) are established by Access’ Compensation Policy. The salary structure is designed to provide a range of pay that is competitive with market pay levels and comparable responsibility. Total policy responsibility rests with the Executive Director.

Starting salaries or wages are determined by the Executive Director, with input from the Department HeadDirectors and the Human Resources Manager. Factors such as prior experience, internal equity, external competitiveness and the guidelines in the Compensation Policy are an integral part of the process to determine starting salaries or wages.

Promotions and transfers are based on business need, as well as the abilities, qualifications, performance ratings, job experience and potential of each employee.

An employee may be asked to temporarily act as a Supervisor or Manager in a vacant position. At the discretion of the Executive Director, the employee may be eligible for acting pay while assuming a higher level acting position. The Human Resources Manager will provide written notice to the employee of his or her acting pay. The rate of acting pay will compensate the change in scope of work according to Access’ Compensation Policy. The higher pay will not apply to non-working time, such as PTO, holidays, jury duty, bereavement, or any other time off with pay. Generally, acting assignments are for up to a six-month period of time, although the Executive Director may extend the period. The Human Resources Manager will provide written notice to the employee when he or she will be relieved from the acting assignment. Acting pay will cease when the employee returns to his or her original position and is no longer serving in an acting capacity.

Performance appraisals are developed according to the employee’s ability to adhere to the following core competencies:
Access reserves the right, with or without notice prior notice, from time to time and in its sole discretion, to change, rescind or add to any policies, benefits or practices described herein, other than the employment-at-will policy and the arbitration policy. The employment-at-will policy and/or the arbitration policy may only be changed by a fully executed written agreement between Access and the affected parties. Access will advise employees of material changes in its policies within a reasonable time.
Individual Contributor Core Competencies:

Attitude:

Job Knowledge / Skill:
Basic computer skills. Understands and follows instructions. Understands / complies with ASI policies and procedures. Good knowledge of ADA Guidelines. Consistent with reports and work turned in. Know the performance goals and how to measure and analyze them. Consistently sets challenging goals. Continually seeks educational opportunities. For Call center employees specifically: Meets hold times. Meets talk averages. Speaks with a smile.

Communication Skills:
Uses listening skills well. Open to different ideas. Not afraid to speak up and share ideas. Produces well written documents. Speaks clearly and concisely. Creates a dialogue with others. Able to communicate well with customers and team members. Is sensitive to person or environment. Will lead the discussion.

Director/Manager and Executive Director level:
Uses listening skills paying attention to the verbal and nonverbal communication. Is sensitive to person or environment and adapts style as needed. Conveys messages effectively. Models consistent and respectful, two-way communication efforts with riders, staff, partners and community groups. Looks for effective communication across the organization. Uses communication process to influence others. Able to address any audience, size or makeup. Asks the right questions to obtain necessary understanding.

Time Management:
Prioritize work. Plans and meets deadlines. Doesn’t waste time or resources. Organizes work and office. Uses time well. Has a sense of urgency.

Initiative:
Completes requested work without continual guidance. Anticipates needs. Initiates action. Requires little instruction. Follows through until
job is done. Internally motivated. Makes decisions and feels good implementing them.

**Teamwork:**

Offers / seeks assistance if needed. Helps others without being asked. Willing to help others to achieve team goals. Supports other’s ideas. Is cross-trained on each other’s work. Willing to share tools, tips, and knowledge. Is objective with new ideas. Offers positive feedback.

**Critical Thinking:**

Provides accurate information. Able to fill in the missing information. Thinks independently. Prioritizes which battles to fight. Knows when to “kick” something upstairs. Knows how to adapt to different circumstances. Able to analyze data/trends. Able to analyze a situation and report on it. Able to see solutions in a difficult situation.

**Director/Manager level**

Able to define problems, direct staff to solve, and interpret analysis for effective decisions. Leads effective problem solving efforts and encourages new ideas. Looks for trends in data to avert issues. Thinks creatively and implements ideas quickly. Makes decisions based on reliable information.

**Executive Director level**

Ensures that processes are utilized to drive desired results and sustain momentum. Able to define problems, direct staff to solve, and interpret analysis for effective decisions. Leads effective problem solving efforts and encourages new ideas. Builds capacity through convergent and divergent thinking practices. Grasps complexities and perceives relationships among problems and issues.

**Solution Oriented:**

Embraces change when necessary. Willing to make changes for the better. Able to communicate when there is a problem. Will risk being wrong. Isn’t afraid to bring in new ideas. Seeks out new challenges. Speaks up when he/she does not know something and asks for help. Provides creative solutions. Questions the status quo.

**Director/Manager and Executive Level = Risk Management:**

Anticipates change, quickly adapts to new circumstances and effectively manages transitions. Embraces change when necessary. Improves the agency by taking risks. Responds to crisis calmly, thoroughly, and with caution. Able to communicate when there is a problem or concern. Will risk being wrong. Isn’t afraid to bring in new ideas. Provides creative solutions.
Accountable:

Does what they commit to doing. Accepts own mistakes with grace and humor. Takes ownership of assigned duties. Seeks help when needed. Knows his/her limitations. Is accountable to their weakness as easily as their strengths. Brings solutions to the table, just doesn’t complain.

**Director/Manager and Executive Director level**

Holds employees accountable for high levels of performance. Does what he/she commits to doing. Leads others and holds self-accountable for generating new ideas that contribute to cost-savings, increased efficiency or improved effectiveness. Delivers on commitments, deadlines and schedules. Demonstrates a sense of personal accountability for achieving results. Accepts responsibility for actions and decisions.

**Supervisory skills:**

Acknowledges employees as resources to help organizations reach its goals. Keeps employees informed of their progress. Regularly meets with employees to discuss performance. Makes commendations when necessary. Communicates to employee when not meeting expectancy levels “in advance” of failure.

**Director/Manager Core Competencies (assumes all Individual Contributor competencies):**

**Fiduciary Management:**

Exercises sound financial judgment from a strategic perspective. Identifies funding opportunities. Looks outside the agency for additional resources. Actively looks for ways to manage and control costs. Models the highest ethical standards.

**Executive Director Level**

Exercises sound financial judgment from a strategic perspective. Anticipates changing economic conditions and understands the interrelationships of multiple, financial factors. Addresses fiscal challenges through effective contingency planning. Sets and manages budget. Effectively balances and shares resources. (i.e. human, technology and money.) Actively seeks new methods for achieving cost savings or producing revenue.

**Goal Setting:**

Sets goals and performance expectations that stretch the agency. Tracks and reports on key performance indicators regularly. Develops work plans to achieve goals. Meets with employees to track their ability to meet goals.
Aligning Performance:
Monitors employee performance to ensure the larger agency goals are met. Provides necessary disciplinary actions in a timely manner. Delegates appropriately to the right employees. Provides direction and clarity to staff, agency, and riders.

Political Agility:
Knowledgeable about how business, nonprofits, and governments work. Knows how to get things done both through formal channels and the informal network. Looks for trends and positions agency to stay relevant. Builds relationships with key stakeholders in order to raise the agency’s profile. Understand the local and national governmental agencies.

Motivating Others:
Creates a climate in which people want to do their best. Assesses each person’s passion and use it to get the best out of him/her. Invites input from each person and shares ownership and visibility. Acknowledges contributions and celebrates success. Is someone people like working for and with.

Executive Director Level
Creates a climate in which people want to do their best. Assesses each person’s passion and use it to get the best out of him/her. Invites input from each person and shares ownership and visibility. Acknowledges contributions and celebrates success. Is someone people like working for and with.

Employee Development:
Builds relationship with employees. Changes leadership style depending on the employee and situation. Promotes employees career growth and development. Coaches employees. Provides timely and encouraging feedback.

Relationship Building:
Presents self in a manner that evokes trust in others. Approachable by all staff levels, Board Members, elected officials, and riders. Functions well under pressure. Maintains a sense of humor. Sets an example others want to follow. Manages expectations of staff and riders effectively.

Executive Director Level
Presents self in a manner that evokes trust in others. Approachable by all staff levels, Board Members, elected officials, and riders. Adapts
responses to situation and person keeping it in a positive light. Keeps people focused on the “big picture.” Builds and maintains relationships to ensure adequate funding and knowledge of changes to laws.

**Process Improvement:**
Streamlines processes within own department. Examines both the probable and possible outcomes. Recognizes redundancies or obsolete tasks. Improves existing work processes. Encouraging others to explore ways to improve the efficiency and effectiveness. Looks at processes in a cross-functional manner.

**Executive Director Core Competencies (assumes all Individual Contributor and Director/Manager level competencies):**

**Rider and Community Champion:**
Develops, promotes and sustains the effective delivery of services to riders, staff, and partners. Leads initiatives that create a positive, customer-focused culture that results in high levels of stakeholder satisfaction. Acts as an advocate for the ADA community. Lobbies for funding, rulings, and opportunities to provide quality services to ridership.

**Capacity Builder:**
Utilizes contemporary principles of strategic planning. Develops meaningful outcomes and effective performance measures. Creates alignment between the Board’s strategic initiatives, political guidelines, and organization goals. Effectively executes business strategy. Envisions new challenges and plans appropriately.

**Organizational Agility:**
Knowledgeable about how business, nonprofits, and governments work. Knows how to get things done both through formal channels and the informal network. Understands the origin and reasoning behind key policies, practices, and procedures. Understands the cultures of organizations.

**Continuous-Innovative Leader:**
Advances job competence and expertise by modeling desired behaviors. Continually seeks out learning activities that enhance skills, knowledge and abilities. Effectively applies new knowledge and skills. Inspires others to learn. Creates a climate that inspires staff, on all levels, to work at their highest potential. Values diversity and ensures that diversity concepts are translated into everyday practices. Is non-defensive, open to feedback and receptive to learning new ideas. Displays a high degree of emotional intelligence. Leads groups to
achieve maximum levels of team effectiveness. wants to help employees to succeed in their jobs and to grow.
6 GROUP HEALTH AND RELATED BENEFITS

6.1 Benefit Programs

Access has established a number of employee benefit programs for its eligible employees. For purposes of benefits eligibility only, full-time employees are defined as those employees regularly scheduled to work at least 80 hours per bi-weekly pay period. Part time and temporary employees are not eligible for most benefits, except as noted in this handbook. This overview is a summary of these benefit programs to acquaint employees with some of the key features of the programs. It is important that employees remember that additional terms, conditions and limitations regarding program eligibility and benefit entitlement often exist. Official plan documents should be consulted for further information regarding each benefit program. In the case of an actual or apparent conflict between the benefit summaries set forth in the handbook and the terms of the official plan documents, the provisions of the official plan documents, as interpreted in the sole and absolute discretion of the plan administrator, shall prevail.

In addition, while it is Access’ present intention to continue these benefits, Access reserves the right, whether in an individual case or more generally, to modify, curtail, reduce or eliminate any benefit, in whole or in part, with or without notice. Finally, neither the benefit programs nor their descriptions are intended to create any guarantees regarding employment or continued employment. As noted elsewhere in the handbook, employment relationships are for an indefinite term and are terminable at will, either at the option of the employee or Access.

6.2 Medical

All regular full-time employees and their eligible dependents may participate in Access’ comprehensive health coverage under either a health maintenance organization (HMO) or a preferred provider organization (PPO). Access pays 95% of medical insurance premiums for both employee and any eligible dependents. The employee contribution of 5% is made via payroll deduction. Eligibility begins the first of the month after 30 days of employment for all new full time employees.

Upon separation of employment, plans that are in effect may be continued under COBRA regulations, as required by law.
Access reserves the right to change, modify or delete the healthcare coverage.

6.3 Dental

All regular full-time employees and their eligible dependents may participate in Access’ dental maintenance organization (DMO) plan or preferred provider organization (PPO) dental plan. Coverage begins the first of the month after 30 days of employment for all new full time employees. All premiums for employees and their eligible dependents are paid for by Access.

Upon separation of employment, plans that are in effect may be continued under COBRA regulations, as required by law.

Access reserves the right to change, modify or delete the dental coverage.

6.4 Vision

All regular full-time employees and their eligible dependents may participate in Access’ preferred provider organization (PPO) vision plan. Coverage begins the first of the month after 30 days of employment for all new full time employees. All premiums for employees and their eligible dependents are paid for by Access.

Upon separation of employment, plans that are in effect may be continued under COBRA regulations, as required by law.

Access reserves the right to change, modify or delete the vision coverage.

6.5 Chiropractic Care Coverage

All regular full-time employees and their eligible dependents may participate in Access’ preferred provider organization (PPO) chiropractic plan. Coverage begins the first of the month after 30 days of employment for all new full time employees. All premiums for employees and their eligible dependents are paid for by Access.

Access reserves the right to change, modify or delete the chiropractic coverage.
6.6 Long-Term Disability

All regular full-time employees are eligible to participate in the Access’ long-term disability plan beginning the first day of the month after 30 days of employment. This plan pays an amount equal to 66 2/3% of the employee’s monthly earnings, subject to a maximum amount per month, to the age of 65 after an approved waiting period (usually 90 days of disability). All premiums for this benefit are paid for by Access. Long-term disability insurance is not covered under COBRA, but it may be converted to an individual policy when the employment relationship is severed.

Access reserves the right to change, modify or delete long-term disability insurance.

6.7 Life Insurance

All regular full-time employees are eligible for group term life insurance coverage beginning the first day of the month after 30 days of employment. Access will pay the total premium cost up to a maximum benefit amount equal to the employee’s annual salary. Premiums for group term life insurance over $50,000 will be taxable to employees as required by the Internal Revenue Service. Life insurance is not covered under COBRA, but it may be converted to an individual policy when the employment relationship is severed.

Access reserves the right to change, modify or delete the life insurance coverage.

6.8 Long Term Care

All regular full-time employees are eligible for group long term care coverage beginning the first day of the month after 30 days of employment. Access will pay the total premium cost up to a maximum benefit amount of $2,000 per month when an employee is confined to a nursing home or require long term care to perform the basic activities of daily living. Employees may choose to “buy up” the coverage and pay that portion of the premiums via payroll deduction.

Access reserves the right to change, modify or delete the long term care coverage.
6.9 **Flexible Spending Account Plans**

All regular full time employees are eligible to participate in the FSA, Flexible Spending Account plan. This plan allows employees to set aside pre-tax income to cover eligible medical expenses. The Internal Revenue Service governs and allows these FSA plans, sometimes known as Cafeteria 125 plans, for specific expenses. Amounts deducted for the FSA plan but not used during the plan year are forfeited, per federal law. As IRS regulations change, Access will make adjustments to the FSA Plan to remain compliant with current tax regulations.

6.10 **Voluntary Group Insurance Plans**

All regular full time employees are eligible for a variety of voluntary group insurance plans, including voluntary life and AD&D insurance above the amount provided by Access, additional long term care coverage above the amount provided by Access, and a variety of plans like personal cancer indemnity, personal short term disability, specified health event protection, personal accident indemnity and voluntary life insurance benefits. These voluntary plans are paid for by the employee via payroll deduction.

6.11 **Credit Union**

Access belongs to the [Southland Credit Northrup Grumman Federal Credit Union](#), and employees are eligible to sign up for their services, including savings account, checking accounts, and various types of loans.

6.12 **State Disability Insurance**

To compensate employees who miss work due to a non-work-related accident or illness, or to care for a family member under the California Paid Family Leave program, the law requires that a small percentage of each employee’s wages, up to the prevailing maximum, be deducted each pay period for California state disability insurance (SDI). Benefits under these state-run programs generally begin after the seventh day of the illness or accident. Eligible employees will be paid (by the state of California) a percentage of his or her regular earnings for a maximum period provided by law in any one year. All leaves of absence will be coordinated with PTO, long-term disability and any other wage replacement benefits for which the employee may be eligible.
6.13 Employee Assistance Program (EAP)

Access’ Employee Assistance Program (EAP) provides confidential resources and referral services to help employees cope with personal problems. Some of the areas in which the EAP can help are:

- Family and marital conflicts;
- Emotional and behavioral problems;
- Substance abuse and Co-Dependency;
- Eating Disorders;
- Financial and legal difficulties; and
- Dependent care problems.

All use of the EAP is strictly confidential. If the employee is referred to a specialist and there is a fee, the employee is responsible for payment thereof. Some referral costs may be covered through Access’ medical benefits.

Supervisors and/or the Human Resources Department may recommend an employee to consult with the EAP to help resolve issues.

6.14 Consolidated Omnibus Budget Reconciliation Act (COBRA)

On April 7, 1986, a Federal law was enacted (Public Law 99-272, Title X) requiring that most employers sponsoring group health plans offer employees and their families the opportunity for a temporary extension of health coverage (called "continuation coverage") at group rates in certain instances where coverage under the plan would otherwise end. This notice is intended to inform employees, in a summary fashion, of his or her rights and obligations under the continuation coverage provisions of the law.

Employees of Access have the right to choose this continuation coverage if group health coverage is lost because of a reduction in hours of employment or the termination of employment (for reasons other than gross misconduct on the employee’s part).

Spouses and/or dependent(s) of an employee have the right to choose continuation coverage under Access’ group health insurance plan under certain qualifying events.

Under the law, the employee or family member has the responsibility to inform Access’ plan administrator (Human Resources Manager) of a divorce, legal separation or a child losing dependent status under Access’ group health insurance plan.
Access has the responsibility to notify the health insurance plan administrator of the employee's death, termination of employment or reduction in hours, or Medicare entitlement.

When the plan administrator is notified that one or more of the above mentioned events has occurred, the plan administrator will in turn notify the employee and/or dependents of the right to choose continuation coverage. Under the law, the employee and/or dependents have 60 days from the date that coverage will terminate (the end of the month in which the qualifying event occurs) to inform the plan administrator that continuation coverage is desired.

If continuation coverage is not elected, the group health insurance coverage that was in effect will terminate at the end of the month following the date of qualifying event. If continuation of coverage is elected prior to the end of the 60 days, but after coverage is terminated, COBRA coverage will be retroactive so that there is no gap in coverage.

If continuation coverage is elected, Access is required to offer coverage which, as of the time coverage is being provided, is identical to the coverage provided under the plan to similar situated employees or family members. Federal law requires that the employee's dependent(s) be afforded the opportunity to maintain continuation coverage for 36 months unless group health coverage was lost because of termination of employment or reduction in hours. In that case, the required continuation coverage period is 18 months. However, the law also provides that continuation coverage may be cut short for other reasons. See the Human Resources Manager for details.

California law may provide an extension to the number of months the employee and/or dependents may be eligible for benefits under Cal-COBRA. The insurance carrier is responsible for notifying the employee and/or dependents of their eligibility under Cal-COBRA, and all arrangements are made between the carrier and the employee/dependents.

As allowed by law, the employee and/or dependent(s) will pay 102% of the premium for continuation coverage. The additional 2% is for administrative fees. The law also says that, at the end of the 18-month or 36-month continuation coverage period, the employee or dependent(s) must be allowed to enroll in an individual conversion medical plan provided under the Access’ medical plan.

Another federal law, called the Health Insurance Portability and Accountability Act (“HIPAA”), allows certain individuals to transition from one job to another without losing his or her health insurance coverage or reducing the amount of time they may be excluded from coverage.
under a new employer’s health insurance plan. More recent HIPAA legislation protects employees and their dependents with respect to disclosure of their personal health information. Access complies with all regulations regarding personal health information, as well as all its obligations under HIPAA to recognize a new employee’s coverage under a prior employer’s group health plan to the extent required by the law. This may facilitate enrollment in the employer’s group health plan prior to the date coverage might otherwise be available.

6.15 Educational Assistance Policy

It is the policy of Access to provide educational assistance to employees wishing to increase their capabilities in their current position or prepare for promotional opportunities. In order to be reimbursed properly, every course must be approved by the appropriate department head prior to enrollment. All regular full-time employees are eligible.

The maximum educational assistance shall not exceed the budgeted amount approved by the Board of Directors in any one fiscal year (July 1st - June 30th). The class must be taken within the same fiscal year as the reimbursement is requested. Unused educational assistance may not be carried forward to the following fiscal year.

The employee will initially pay for tuition, books, lab materials, registration fees and other requested study materials and will be reimbursed for these costs upon satisfactory completion (C or better, or pass) of each approved course. Access will not reimburse for travel time and incidental expenses (i.e. activity fees, parking, etc.).

Courses must be related to Access' business or be required in a degree or certificate program. The courses must relate to the duties of the employee’s position, other positions in the employee’s class, or upward mobility of the employee.

6.16 Worker’s Compensation

Access carries Workers’ Compensation insurance coverage as required by law to compensate employees who are injured on the job. This insurance provides medical, surgical and hospital treatment, in addition to payment for loss of earnings that result from work-related injuries. Compensation payments begin from the first day of an employee’s hospitalization or after the third day following the injury if an employee
is not hospitalized. The cost of this coverage is paid completely by Access.

Employees must immediately report on-the-job injuries to his or her supervisor or the Human Resources Manager. If the employee is unconscious or otherwise unable to report the injury, a co-worker should immediately seek assistance and report the incident. The employee should contact the Human Resources Manager as soon as they are able to do so. Failure to report injuries in a timely and accurate manner may result in delayed benefits and penalties. By law, Workers Compensation DWC Form 1 (Employee Claim) is required to be completed within 24 hours of the accident and Form 5020 (Employer’s Report of Injury) must be completed within 72 hours. Submitting reports on a work-related injury does not constitute an admission of liability; Access is only responsible for informing the Workers’ Compensation insurance carrier of a potential claim.

Under state law, Insurance Code Section 1871.4 prohibits Workers’ Compensation fraud by employees. Any employee who makes or causes to be made a knowingly false or fraudulent material statement or material representation for the purpose of obtaining Workers’ Compensation shall be subject to punishment of up to five years in prison and a $50,000 fine.

In addition, under Section 138.4, 139.5, 5307.3 and 5307.4 of the Labor Code, Access may not be liable for the payment of Workers’ Compensation benefits for any injury which arises out of an employee’s voluntary participation in any off-duty recreational, social or athletic activity which is not part of the employee’s work-related duties.

Leaves of absence under workers compensation will run concurrently with FMLA (Family Medical Leave Act). When FMLA is exhausted, the employee will be offered COBRA to continue medical, dental and vision coverage at their own expense. See the Leave of Absence Policy for further detail.

6.17 Retirement Plans

Access offers a Defined Benefit Retirement Plan, 401(a), with the California Public Employees’ Retirement System (CalPERS). The employer and employee contributions made by Access supports the entire CalPERS statewide membership plan. For employees hired on or before December 31, 2012 Access pays both the employee and employer contributions. In compliance with AB 340, employees hired on or after January 1, 2013 must pay the employee contribution, which
is 7% of their base salary*. In addition, all employees are required to pay a $2.00 per month administration fee for the CalPERS 1959 Survivor Benefit plan.

The retirement formula for employees hired on or before December 31, 2012 is calculated at 2% @ age 60. Employees hired on or after January 1, 2013 are subject to a retirement formula calculated at 2% @ age 62.

*The base salary includes regular earnings, holiday pay, and PTO pay. Overtime, double-time, taxable transportation reimbursement, relocation reimbursement, PTO pay-out upon separation of employment, PTO payout in lieu of time off, or any other fringe benefits are not included in the contribution calculation. Employees are fully vested in the CalPERS Retirement plan after five years of service. Access does not participate in the Federal Social Security system.

Access also offers two defined-contribution plans offered through ICMA-RC (403(b) and 457). Defined-contribution retirement plans allow employees to invest pre-tax dollars in the capital markets where they can grow tax-deferred until retirement. Participation is both voluntary and self-directed. Employees may voluntarily contribute via payroll deduction, up to the maximum amount allowable as defined annually by the Internal Revenue Service code. Employees are 100% vested in this plan. No employer contributions are recognized in these plans. Access also offers two 403(b)(7) tax sheltered annuity retirement plans in which employees may voluntarily contribute via payroll deduction, up to the maximum amount allowable as defined annually by the Internal Revenue Service code. Employees are 100% vested in this plan. No employer contributions are recognized in this plan. The 403(b)(7) plan is available through American Express Financial Advisors or Equitable Financial Services.
7 TIME-OFF BENEFITS

7.1 Holiday Policy

All regular full-time employees will receive eight hours of holiday pay at his or her regular rate of pay for the following ten (10) observed company holidays each year:

- NEW YEAR’S DAY
- LABOR DAY
- MARTIN LUTHER KING DAY
- VETERAN’S DAY
- PRESIDENT’S DAY
- THANKSGIVING DAY
- MEMORIAL DAY
- THANKSGIVING FRIDAY
- INDEPENDENCE DAY
- CHRISTMAS DAY

Employees must work both the day prior to and the day after the holiday to receive holiday pay, unless PTO is approved in advance.

7.2 Paid Time Off Policy

Access provides regular full-time employees paid time off (PTO) benefits because it recognizes the value of rest and relaxation away from work. PTO combines vacation and sick leave benefits into a single PTO bank and can be used for such needs as vacation, personal or family illness, doctor appointments, school, volunteerism, and other activities.

1. Eligibility and Accrual
   - All regular full-time employees will begin to accrue PTO from the first day of employment. PTO is accrued according to the bi-weekly payroll schedule at the following accrual rate:

<table>
<thead>
<tr>
<th>YEARS OF SERVICE</th>
<th>ACCRUAL RATE</th>
<th>PER PAY</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PER ENTITLEMENT PERIOD</td>
<td></td>
</tr>
<tr>
<td>0-4 years</td>
<td>176 Hours (22 days)</td>
<td>6.77 Hours</td>
</tr>
<tr>
<td>5-8 years</td>
<td>216 Hours (27 days)</td>
<td>8.31 Hours</td>
</tr>
<tr>
<td>Over 8 years</td>
<td>256 Hours (32 days)</td>
<td>9.85 Hours</td>
</tr>
</tbody>
</table>

When an employee’s anniversary date passes, and such anniversary date would increase the employee’s accrual rate of PTO, the PTO accrual will begin at the higher rate during that pay period. PTO hours are accrued based on continuous years of service. “Continuous Service” means service that is uninterrupted by termination of employment and subsequently rehired by Access. The employee will receive payment of accrued but
unused PTO benefits, prorated on a daily basis, at the time of separation from Access.
Employees are strongly encouraged to take two weeks of accrued PTO annually. PTO accruals continue to rollover annually up to the maximum accrual, which is 480 hours. This means that the employee ceases accruing PTO when 480 hours has been accumulated. Employees will begin to accrue PTO again once the PTO balance has been reduced below the allotted maximum.

2. PTO Use And Approval
   a. Vacation
      Time off must be requested and approved in writing, in advance, by the employee's Supervisor. For each occasion, employees need to complete a "Request for Time Off" form and submit it to his or her Supervisor. Vacation hours taken should be reported on the employee's timesheet as "PTO Hours." Hours reported will be charged to the employee's PTO bank. Generally, accrued PTO may be taken at any time during the year; however requests for PTO are subject to the approval of the immediate Supervisor.

   b. Sick
      In order to minimize the economic hardships that may result from an unexpected short-term illness or injury to an employee or legal dependent, Access, provides regular full-time employees with PTO benefits. In addition to vacation, PTO may be used for a personal illness or an illness within the employee's family; emergency; disability; medical or dental appointments or for family care purposes.
      Except for bona fide unanticipated illness or injury, an employee must give his or her supervisor as much advance notice as possible of intent to use PTO.
      Employees are responsible for maintaining communication with Access regarding their leave status, work availability, and any change in name, address, or telephone number. Access retains the right to request verification from a licensed healthcare provider for any absence due to illness or disability. Employees are also required to submit a doctor's release if hospitalized for any reason, or if absent for 3 successive working days due to an illness or injury. This release should indicate the employee's return to work status, including any accommodations necessary and/or adjustments to the employee's work schedule. Failure to present this doctor's release, if requested, may result in the
employee not being able to return to work until the release is presented. During an extended leave, the employee must notify his or her Supervisor of his or her expected return date as soon as possible. Sick hours taken should be reported on the employee's timesheet as "PTO Hours." Hours reported will be charged to the employee's PTO bank.

c. Holidays
A company holiday that falls during a PTO absence will be treated as a holiday and not as a day of PTO. If PTO is used while on a leave of absence and a holiday occurs during that time, the holiday will not be paid and PTO hours, if available, will be used unless otherwise indicated.

d. PTO Advances
Employees may not borrow or take PTO prior to accruing it, except with the approval of the Executive Director. If the Executive Director gives approval for time off, the employee will be required to sign an agreement. The agreement will state that if the employment relationship is severed, the employee authorizes Access to reduce his or her final paycheck by the appropriate PTO hours advanced to him or her.

e. Pay in Lieu of PTO
Employees will not receive payment in lieu of PTO except upon termination of his or her employment or as follows: An election period will be held each year in December, during which time a Benefit Eligible Employee with one year or more of employment will have the opportunity to make an irrevocable election to cash-out PTO hours that are scheduled to accrue in the next calendar year. PTO that will not accrue during the next calendar year because of the accumulation limitation provisions of this plan may not be cashed out. Further, you may not elect to cash-out PTO hours previously accrued at the time of an election except for the one time election of excess PTO described in section K of this policy. This benefit requires an Annual election. Due to IRS regulations, elections will not carry over from one calendar year to the next calendar year. Eligible Employees may elect to cash-out up to 256 PTO hours, depending on their annual PTO accrual. A minimum of 120 hours MUST be in the employee's PTO bank, as of December 31st, in the year in which a cash-out election is made. Employees should remember to allow
enough PTO hours in their bank in order to cover holidays, vacation, sick days, and emergencies. The PTO hours eligible employees will accrue in the next calendar year for which a cash-out is elected will not be available to use during the year for these purposes. If the accrual rate changes (such as due to a leave or change in scheduled hours) so that there are insufficient hours accrued in the plan year to cover the election, the electing employee will receive only the balance of their elected PTO cash-out available at the time of the cash-out. If there are no hours available, no cash-out will occur.

There is one PTO Cash-Out pay date per annum. The cash-out will accrue and be paid on Wednesday after the first payday in November.

The PTO Cash-Out will be a separate live check. The check will be available in Payroll for pickup after 12 p.m. on the day the check is due. If the check is not picked-up in Payroll by 3 p.m., it will be mailed to the employee’s home. All payments are subject to require State and Federal tax withholding requirement.

f. PTO Pay
PTO pay is computed at the straight time rate for the employee’s regular work schedule. PTO pay is based on the regular pay in which the employee would have received if working, excluding shift differential and any other extra payments.

g. PTO Pay Upon Separation of Employment
Upon termination of employment, the employee will be paid all accrued but unused PTO benefits, prorated on a daily basis.

h. No PTO Accrual During a Leave of Absence
Employees will not accrue PTO while on an unpaid leave of absence, or a leave of absence covered by disability salary continuation. Such accruals will recommence when the employee returns to work in a full-time status.

i. Mandatory Use of PTO to Offset Otherwise Unpaid Leave
PTO accrued prior to the start of a requested and approved unpaid leave of absence must be used to cover hours missed during the unpaid leave. For example, and without limitation, accrued PTO time must be utilized by a qualified employee during an unpaid Family Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA) leave.

j. Mandatory Use of PTO to Offset Paid Family Leave
To the extent that Paid Family Leave (PFL) is otherwise applicable, you must first use, up to 80 hours of PTO, before qualifying for payments under that program.

3. PTO Abuse and Disciplinary Action
Unscheduled absences, due to illnesses of four hours or more that result in consecutive days absent from work are considered one absence incident in relationship to potential disciplinary action.

7.3 Leave of Absence Policy

1. Policy
As required by state and federal law, Access provides family and medical leave up to twelve weeks per year, pregnancy disability leave for up to four months in accordance with the California Fair Employment and Housing Act; disability leave as required to reasonably accommodate employees with a qualified disability under the Americans with Disabilities Act ("ADA"); occupational disability leave; and leaves for other legally required absences. Additional leaves of absence will be considered in cases of medical disabilities, personal emergencies, military duty, jury duty, witness duty and bereavement. Unless specifically provided otherwise, all leaves of absence are available on an unpaid basis. All regular full-time employees are eligible for an unpaid leave of absence once he or she has completed a 180-day employment period. In addition, such employee may be eligible for an unpaid leave of absence before completing his or her first 180 days of employment where required by state or federal law. For example, a leave of absence may be granted to introductory employees for occupational disabilities, medical emergencies, jury duty, witness duty, military duty or pregnancy disability. Subject to any applicable legal restrictions, requests for a leave of absence will be considered on the basis of the employee’s length of service, performance, level of responsibility, the reason for the request, and the business needs of Access.

2. Rules Applicable to Specific Types of Leaves
   a. Family and Medical Leave (FMLA)
      i. Eligibility
         To be eligible for family and medical leave, an employee must have worked for Access for at least twelve months prior to the date on which the leave is to commence; and worked at least 1,250 hours in the 12 months preceding the leave. Subject to the
conditions of this policy, eligible employees may request up to 12 weeks family and medical leave during a 12-month period. The 12-month period used under this policy to measure the 12-week limitation will be the rolling 12-month period measured backward from the date an employee uses any leave.

ii. Permissible Uses of Family and Medical Leave
Family and medical leave may be requested for any of the following reasons: the birth or adoption of an employee’s child; the placement of a foster child with the employee; or the serious health condition of any employee’s child, spouse or parent. Medical leave may also be requested for an employee’s own serious health condition. A “serious health condition” is one that requires either in-patient care in a medical facility or continuing treatment or supervision by a healthcare provider and prevents the employee from performing one or more of the essential functions of his or her position.

iii. Amount of Leave
Provided all the conditions of this policy are met, an employee may take a maximum of 12 weeks of family and medical leave in a 12-month period. The 12-month period commences on the first day on which the first family and medical leave is taken. If the employee is unable to return to work after the 12-week leave, Access may, in its sole discretion, extend the leave.

Family and medical leave taken for the birth, adoption, or foster care placement of a child must be concluded within one year of the birth, adoption, or placement and may not be taken intermittently or on a reduced schedule without Access’ permission. Parents who are both employed by Access may take a maximum combined total of 12 weeks of family and medical leave in a 12-month period for the birth, adoption, or foster care of their child.

Family and medical leave taken for the employee’s own serious health condition or for the serious health condition of the employee’s child, spouse, or parent may be taken intermittently or on a reduced schedule where medically necessary. If leave is taken intermittently or on a reduced schedule,
Access retains the discretion to transfer the employee temporarily to an alternative position with equivalent pay and benefits which better accommodates the employee’s leave schedule.

iv. Accrual of Seniority and Benefits
During an employee’s family and medical leave, Access will continue the employee’s participation in Access’ group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave. If a leave is extended beyond the allowed 12-week period, the employee will have the option of converting his or her health plans to COBRA. Please see the COBRA Policy for more details. Life/LTD insurance is not covered under COBRA.

An employee on family and medical leave will accrue PTO benefits and seniority only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. The substitution of paid leave does not extend the total duration of the family and medical leave to which an employee is entitled to beyond 12 weeks in a 12-month period. For example, if an employee has four weeks of accrued PTO at the time of the request, that PTO can be substituted for the first four weeks, thereby, leaving up to eight additional weeks of unpaid leave.

For purposes of CalPERS seniority, any break in service (leave of absence) will not be counted towards the employee’s years of service.

v. Coordination of Benefits
All leaves of absence will be coordinated with short-term and long-term disability, and other benefits in an effort to minimize the impact of a leave of absence for both the employee and Access. Accrued PTO benefits may be paid during a leave of absence, but such pay will be coordinated with any state disability or other wage replacement benefits for which the employee may be eligible.

vi. Notice Requirements
For foreseeable events, the employee must provide 30 calendar days’ advance notice to Access of the need for family and medical leave. For events that are unforeseeable 30 days in advance, but are not
emergencies, the employee must notify his or her Supervisor as soon possible, no later than 1 or 2 working days after the employee learns of the need for the leave. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee may be requested to reschedule the treatment so as to minimize disruption of Access’ business.

If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, Access reserves the right to deny the taking of the leave until at least 30 days after the date the employee provides notice of the need for family and medical leave.

vii. Medical Certification
A request for family and medical leave for an employee’s own serious health condition or to care for a child, spouse, or parent with a serious health condition must be supported by a medical certification from a healthcare provider. For foreseeable leaves, employees must provide the required medical certification before the leave begins. For unforeseeable leaves, employees must provide the required certification within 15 calendar days after the leave begins, unless it is not practical under the circumstances to do so.

It is the employee’s responsibility to provide the Human Resources Department all the following information in writing:

1. The reason the leave of absence is being requested;
2. The anticipated dates the leave of absence will begin and end;
3. A healthcare provider’s certification verifying the existence of the disability;
4. Periodic updates to the employee’s Supervisor and/or the Human Resources Department at least every 30 days during the leave concerning the employee’s status, expected date of return, and continued intent to return to work upon expiration of the leave; and
5. Immediate notification to the employee’s Supervisor and/or the Human Resources
b. Medical Leaves of Absence for Non-Occupational Disabilities
   i. Requests for Leaves of Absence
      An employee who is temporarily disabled and unable to work due to a personal injury or illness, not covered under FMLA, may submit a request for a medical leave of absence. Medical leaves of absence may be granted in writing for the period of the illness or disability, provided such period shall not exceed twelve weeks.
      Before returning to work following a medical leave of absence, an employee must submit a healthcare provider’s verification stating the employee’s ability to return to work, the date that he or she is able to return and any necessary accommodations the employee needs to perform the essential job duties.
   ii. Amount of Leave
      Provided all the conditions of this policy are met, an employee may take a maximum of 12 weeks of medical leave in a 12-month period. The 12-month period commences on the first day on which the first medical leave is taken.
   iii. Accrual of Seniority and Benefits
      During an employee’s medical leave, Access will continue the employee’s participation in Access’ group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave. If a leave is extended beyond the allowed 12-week period, the employee will have the option of converting his or her health plans to COBRA. Please see the COBRA Policy for more details. Life/LTD insurance is not covered under COBRA.
      An employee on medical leave will accrue PTO benefits and seniority only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. The substitution of paid leave does not extend the total duration of the medical leave to which an employee is entitled to beyond 12 weeks in a 12-month period. For example, if an employee has four weeks of accrued PTO at the time of the
request, that PTO can be substituted for the first four weeks. Thereby leaving up to eight additional weeks of unpaid leave.
For purposes of CalPERS seniority, any break in service (leave of absence) will not be counted towards the employee’s years of service.
iv. Coordination of Benefits
All leaves of absence will be coordinated with short-term and long-term disability, and other benefits in an effort to minimize the impact of a leave of absence for both the employee and Access. Accrued PTO benefits may be paid during a leave of absence, but such pay will be coordinated with any state disability or other wage replacement benefits for which the employee may be eligible.
v. Notification Requirements
For foreseeable events, the employee must provide 30 calendar days’ advance notice to Access of the need for medical leave. For events that are unforeseeable, but are not an emergency, the employee must notify his or her Supervisor as soon as possible, no later than one or two working days after the employee learns of the need for the leave. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee may be requested to reschedule the treatment so as to minimize disruption of Access’ business.
If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, Access reserves the right to deny the taking of the leave until at least 30 days after the date the employee provides notice of the need for family and medical leave.
It is the employee’s responsibility to provide the Human Resources Department all the following information in writing:
1. The reason the leave of absence is being requested;
2. The anticipated dates the leave of absence will begin and end;
3. A healthcare provider’s certification verifying the existence of the disability;
4. Periodic updates to the employee’s Supervisor and/or the Human Resources Department at least every 30 days during the leave concerning the employee’s status, expected date of return, and continued intent to return to work upon expiration of the leave; and

5. Immediate notification to the employee’s Supervisor and/or the Human Resources Department in case of a need to change the duration of the leave of absence.

c. Medical Leaves of Absence for Occupational Disabilities
   i. Requests for Leaves of Absence
      A leave of absence shall be granted upon written request to any regular full-time employee who sustains an occupational disability. Subject to any limitations permitted by law, a leave of absence for an occupational disability shall be extended to the employee for the duration of the occupational disability.

      Before returning to work following a leave of absence for an occupational disability, an employee must submit a healthcare provider’s verification stating the employee’s ability to return to work, the date that he or she is able to return and any necessary accommodations needed to perform the essential job duties.

   ii. Accrual of Seniority and Benefits
      During a leave of absence for an occupational disability, Access will continue to pay for the employee’s participation in Access’ group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave.

      An employee on an occupational disability leave will accrue PTO benefits and seniority only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.

      An employee returning from a leave of absence will be reinstated without loss of seniority earned prior to the commencement of his or her leave.
For purposes of CalPERS seniority, any break in service (leave of absence) will not be counted towards the employee’s years of service.

iii. Coordination of Benefits
A leave of absence for an occupational disability will be coordinated with workers’ compensation, short-term and long-term disability, and any other benefits provided to the employee in an effort to minimize the impact of the leave of absence for both the employee and Access.

iv. Notification Requirements
It is the employee’s responsibility to provide the Human Resources Department all the following information in writing as soon as he or she becomes aware of the need for a leave of absence:
1. The reason the leave of absence is being requested;
2. The anticipated dates the leave of absence will begin and end;
3. A healthcare provider’s certification verifying the existence of disability;
4. Periodic updates to the employee’s Supervisor and/or the Human Resources Department at least every 30 days during the leave concerning the employee’s status, expected date of return, and continued intent to return to work upon expiration of the leave; and
5. Immediate notification to the employee’s Supervisor and/or the Human Resources Department of a need to change the duration of the leave of absence.

v. Employer Requirements
Access will retain an employee on an extended leave of absence for occupational disabilities until one of the following situations takes place:
The employee is released to return to work for full or partial duty;
Access receives satisfactory medical evidence that the employee will be unable to return to work; or
The employee resigns or actually or constructively informs Access that he or she does not intend to return to work.

d. Personal Leaves of Absence
i. Eligibility

ii. A personal leave of absence without pay may be granted to a regular full-time employee for a reasonable period of time of up to 30 days. The leave may be extended for a reasonable period of time due to special circumstances, as determined on an individual basis by the respective Director.

iii. Requests for Leaves of Absence

iv. Requests must be submitted in writing and must be approved by the employee's Director before the leave begins. It is the employee's responsibility to report to work at the end of the approved leave. An employee who fails to report to work on the workday after the leave expires will be considered to have voluntarily terminated his or her employment.

v. Accrual of Seniority and Benefits

vi. During an employee's personal leave of absence, Access will not continue to pay for the employee's participation in Access' group health plans. The employee is responsible to make the appropriate payments on a monthly basis. Details will be discussed at the time of leave. If the employee is unable to return to work, he or she will have the option of converting his or her health plans to COBRA. Please see the COBRA Policy for more details. Life/LTD insurance is not covered under COBRA.

vii. An employee on personal leave will accrue PTO benefits only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.

viii. For purposes of CalPERS seniority, any break in service (leave of absence) will not be counted towards the employee's years of service.

e. Military Leaves of Absence

i. General

An employee who enters the Armed Forces of the United States will be placed on an extended leave without pay in accordance with applicable federal laws and USERRA. A military leave of absence is granted without pay. However, in order to be eligible, an employee must submit written verification from the appropriate military authority. Access will reinstate the
employee returning from military leave to his or her same position or one of comparable seniority, status, and pay if he or she:

1. has a certificate of satisfactory completion of service;
2. applies within 90 days after release from active duty or within such extended period, if any, as his or her rights are protected by law; and
3. is qualified to fill their former position.

ii. Reserve Duty
An employee who is a member of the National Guard or of a reserve component of the Armed Forces shall, upon furnishing a copy of the official orders or instructions, be granted a military training leave. Training leaves will not, except in an emergency or in the event of extenuating circumstances, exceed two weeks a year, plus reasonable travel time. Upon presentation of a military pay voucher, the employee will be reimbursed for the difference between his or her normal compensation and the pay received while on military training leave.

All employee benefits remain in effect during Reserve Duty.

iii. Compliance with Legal Requirements
Exceptions to this policy will occur as necessary to comply with applicable laws.

f. Jury Duty

i. Leaves of Absence
An employee may attend jury duty in accordance with his or her legal obligation to do so. It is the responsibility of the employee to bring a prospective juror's questionnaire to the attention of both the Supervisor and payroll immediately upon receipt. Furthermore, it is the employee’s responsibility to inform the court of Access’ maximum allowable compensation if an employee is assigned to a case that extends beyond the 80 hours.

ii. Benefits
Access will continue to pay a regular full-time employee’s participation in Access’ group health plans, to the same extent and under the same terms
and conditions as would apply had the employee not been on jury duty. The employee will receive his or her regular rate of pay for any regularly scheduled work hours missed due to jury duty, up to a maximum of ten (10) working days per court summons. The employee may use his or her accrued PTO benefits for any days beyond the ten (10) allowable days, or take unpaid leave. For each day that an employee is away from work on jury duty, Access will deduct from his or her regular rate of pay an amount equal to the court’s compensation, excluding mileage.

iii. Work Attendance
Evidence of jury duty attendance must be presented to the Supervisor and payroll. The employee should continue to report for work on those days or parts of days when excused from jury duty if it is reasonably possible.

iv. Return to Work
It is the employee’s responsibility to report for work immediately following the expiration of jury duty. Failure to do so may result in disciplinary action, up to and including termination.

g. Witness Duty
An employee will receive time off with pay if he or she has been summoned to attend any hearing or trial as a witness on behalf of Access. An employee who is required by law to appear in court as a witness to an event unrelated to Access’ business may take unpaid time off for such purpose as long as he or she provides Access with reasonable advance notice. PTO may be substituted for an unpaid leave.

h. Bereavement Leave
In the event of a death in the immediate family of a regular full-time employee, he or she will be allowed up to three normally scheduled consecutive working days off immediately following the death to arrange for and/or attend the funeral. "Immediate family" is defined as: current spouse, domestic partner, mother (step), father (step), sister, brother, child (step), foster child, current mother-in-law, current father-in-law, current sister-in-law, current brother-in-law, grandparents or grandchildren. The employee may be required to furnish satisfactory evidence to support the leave. The employee will be paid his or her
regular rate of pay for each of the scheduled workdays missed (up to three). If an employee requires more than three days, he or she may request a personal leave of absence for additional unpaid time or may request the opportunity to use accrued PTO.

3. Returning from Leave of Absence
When an employee is placed on a leave of absence, an effort will be made to hold the employee’s position open for the period of the approved leave. However, due to business needs, there may be times when positions cannot be held open. Accordingly, it is not possible to guarantee reinstatement. If an employee accepts other employment while on a leave of absence, or fails to return to work on the next regularly scheduled workday following the expiration of the leave, the employee will be considered to have voluntarily terminated his or her employment. If an employee’s former position is unavailable when he or she is ready to return from an approved leave, every effort will be made to place the employee in a comparable position for which he or she is qualified. If such a position is not available, the employee will be considered for the next suitable position for which he or she is qualified that becomes available. In addition, Access will attempt to reasonably accommodate employees who are released for partial or modified duty. An employee who does not accept the position offered will be considered to have voluntarily terminated his or her employment, effective the day such refusal is made.

4. Time Off to Vote
Access has a continuing interest in encouraging responsible citizenship. To make the voting process more available, an employee who does not have sufficient time outside his or her working hours within which to vote, will be allowed to take up to two hours off, with pay, for this purpose. Time off for voting will be granted only at the beginning or end of his or her regular working shift, whichever allows the most free time for voting and the least time off from the regular working shift. To receive time off for voting, the employee must notify his or her Supervisor at least two working days in advance of the election. When the employee returns from voting, he or she will be requested to present a voter’s receipt to his or her Supervisor.

5. Pregnancy Disability Leave and Transfer Privileges
Under the California Fair Employment and Housing Act (FEHA), an employee who is disabled by pregnancy, childbirth or related medical conditions is eligible to take a pregnancy disability leave.
Access is required to treat an employee’s pregnancy disability the same as it treats other disabilities of similarly situated employees. An employee who is affected by pregnancy or a related medical condition is also eligible to transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties, if such a transfer is medically advisable.

a. Purpose
The pregnancy disability leave is for time off needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth and would all be covered by the employee's pregnancy disability leave.

b. Amount of Leave
The pregnancy disability leave is for any period or periods of actual disability caused by an employee's pregnancy, childbirth or related medical conditions up to four months for pregnancy. The pregnancy disability leave does not need to be taken in one continuous period of time, but can be taken on an as-needed basis.

c. Accrual of Seniority and Benefits
During an employee’s pregnancy disability leave, Access will continue to pay for the employee’s participation in Access’ group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave.

An employee on pregnancy disability leave will accrue PTO benefits and seniority only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual. The substitution of paid leave does not extend the total duration of the pregnancy disability leave to which an employee is entitled, which by California law is four months. For example, if an employee has four weeks of accrued PTO at the time of the request, that PTO can be substituted for the first four weeks, thereby leaving up to approximately twelve additional weeks of unpaid leave. If a leave is extended beyond the four months, the employee will have the option of converting her health plans to COBRA. Please see the COBRA Policy for more details. Life/LTD insurance is not covered under COBRA.

d. Coordination of Benefits
All pregnancy disability leaves of absence will be coordinated with short-term and long-term disability, and other benefits in an effort to minimize the impact of a leave
of absence for both the employee and Access. Accrued PTO benefits may be paid during a leave of absence, but such pay will be coordinated with any state disability or other wage replacement benefits for which the employee may be eligible.

e. Medical Certification

An employee will be required to obtain a certification from her healthcare provider of her pregnancy disability or the medical advisability for a transfer. The certification should include the following information:

i. The date on which the employee becomes disabled due to pregnancy or the date of the medical advisability for the transfer;

ii. The probable duration of the period or periods of disability or the period or periods for the advisability of the transfer; and

iii. A statement that, due to the disability, the employee is unable to work at all or to perform any one or more of the essential functions of her position without undue risk to herself, the successful completion of her pregnancy or to other persons, or a statement that, due to her pregnancy, the transfer is medically advisable.

f. Reinstatement

Upon the expiration of Pregnancy Disability Leave and Access’ receipt of a written statement from the health care provider that the employee is fit to return to duty, the employee will be reinstated to her original or an equivalent position, so long as it was not eliminated for a legitimate business reason during the leave. Subject to the exceptions provided by law, employees will be guaranteed reinstatement from leaves necessitated by a pregnancy-related disability.

If upon return from leave an employee is unable to perform the essential functions of her job because of physical or mental disability, Access will initiate an interactive process with the employee in order to identify a potential reasonable accommodation.

An employee who fails to return to work after the termination of her leave loses her reinstatement rights.

g. Lactation Accommodation

An employee who is pregnant or has given birth and is breastfeeding needs to be provided with a private, clean, and comfortable place to breastfeed and store breast milk, and a schedule of breaks necessary to breastfeed. Prolonged absence for the purpose of breastfeeding is protected under the Family and Medical Leave Act.
Access shall provide a reasonable amount of break time to accommodate an employee’s need to express breast milk for the employee’s infant child. Access will make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee’s work area for the employee to express milk in private. Such space will meet the requirements of the California Labor Code including a surface to place a breast pump and personal items, a place to sit, access to electricity, a sink with running water, and a refrigerator for storing breast milk.

**Procedures**

An employee may request an accommodation for lactation breaks by submitting a lactation accommodation request form to her department supervisor.

The completed request form must be returned to the employee and a copy sent to the human resources department.

The requested break time should, if possible, be taken concurrently with other scheduled break periods. Nonexempt employees must clock out for any lactation breaks that do not run concurrently with normally scheduled rest periods. Any such breaks will be unpaid.

Access reserves the right to deny, in writing, an employee’s request for a lactation break if the additional break time will seriously disrupt operations.

Employees have the right to file a complaint with the labor commissioner for any violation of rights provided under Chapter 3.8 of the California Labor Code regarding lactation accommodations.

6. **Substance Abuse Rehabilitation Leave**

Access wishes to assist any employee who recognizes that he or she has a substance abuse dependency that may interfere with the ability to perform his or her job in a satisfactory manner. An employee who decides to enroll voluntarily in a rehabilitation program will be given unpaid time off to participate in the program unless it would result in an undue hardship to provide the time off. If an employee requests time off to participate in such a program, Access will also make reasonable efforts to keep the program confidential. The employee may use any accrued
sick leave or vacation benefits while on leave. The leave will be subject to the same provisions and rules as apply to medical leaves.

7. Relationship of Leaves to PTO
As explained in the PTO section of this handbook, PTO accrued prior to the start of a requested and approved unpaid leave of absence must be used to cover hours missed before the start of the unpaid leave. For example, and without limitation, accrued PTO time must be utilized by a qualified employee before the start of an unpaid Family Medical Leave Act (FMLA) and/or California Family Rights Act (CFRA) leave. In addition, if State Paid Family Leave (PFL) is otherwise applicable, an employee must first use up to 80 hours of PTO, before qualifying for payments under that program.

8. Time Off to Participate in Activities of Child’s School
Under certain circumstances, an eligible employee may be entitled to take time off to participate in activities of his or her child’s school or a licensed daycare facility. In order to be eligible for time off under this policy, an employee must be the parent, guardian, or grandparent of a child who is in kindergarten or a grade between one and 12 or attending a licensed child daycare facility. In addition, the employee must provide reasonable notice of the planned absence to his or her Supervisor before taking the time off. The employee may not take more than 40 hours off for this purpose in any single year or more than eight hours off in any calendar month of the year. If both parents of a child are employed by Access, only one parent may take time off at a time under this policy. The parent who first gives appropriate notice of the need for time off under this policy will have preference for the time off. In some cases, both parents may be given the opportunity to take time off at the same time with a Director’s Executive’s approval. This is an unpaid absence unless the employee utilizes accrued PTO.

9. Domestic Violence
If an employee is the victim of domestic violence, time off may be necessary to seek judicial relief to help ensure the health, safety or welfare of the employee or a child. This may include efforts to obtain a temporary restraining order, a restraining order or other injunctive relief from a court. If an employee needs time off from work for this purpose, reasonable notice must be provided to the Human Resources Department. If an unscheduled or emergency court appearance is required for the health, safety or welfare of the domestic violence victim or a child, the employee must provide evidence from the court or prosecuting attorney that he
or she has appeared in court within a reasonable time after the court appearance.
8 EXPENSES

8.1 Transportation Reimbursement

Access participates in the METRO B-TAP program, and all eligible employees, including part time employees, are issued a B-TAP annual transit pass. This pass is good on any METRO fixed route, subject to METRO's current operating rules.

Access will also reimburse employees for expenses associated with commuting via public transportation on carriers other than METRO. The public transportation (bus and rail) reimbursement is consistent with regulations regarding reimbursement of public transit and is automatically adjusted when changes occur.

Transportation reimbursements in excess of the IRS maximum allowable amount are subject to certain payroll taxes as determined by federal and state law.

Reimbursements must be reported on the Employee Expense Reimbursement form with supporting documentation and should be submitted monthly.

8.2 Reimbursement of Business and Travel Expenses

Access will reimburse employees for travel and business expenses which are necessary to accomplish his or her official duties, subject to Access’ approval as set forth below. Access depends on employees to use good judgment while incurring such expenses and to hold costs down. Employees must keep accurate records of all expenses and submit original receipts, reports and justifications.

An employee’s immediate supervisor and the Deputy Executive Director of Administration will authorize all employee travel with additional Board approval required for travel outside of California. For travel within Access’ service area, an employee may, in certain instances, use his or her personal car. Access will reimburse him or her at the current IRS rate based on actual miles driven and any parking fees incurred while using his or her car for Access’ business.

Travel outside the Access’ service area must be approved in advance by the employee’s supervisor and the Deputy Executive Director of Administration. Documentation of the travel should be attached to the travel request. Travel and conference arrangements will be made by designated staff and prepayment of costs will be made by Access.
whenever possible. Employees will be paid a per-diem rate for travel expenses. If transportation is arranged by the employee, he or she will be reimbursed within established limits for the cost of lodging, ground transportation, meals and incidentals. Access does not reimburse costs for entertainment.

For all travel, original receipts (i.e., charge slips or cash register receipts) must be submitted for reimbursement, excluding the meal per-diem. Original credit card slips or register receipts must be submitted for business meals. Names of business associates and purpose of the meal must be listed on the back. For out of town travel, the maximum reimbursement for meals and incidental expenses per day is limited to the published IRS per-diem rate using the “High-Low Method.” Access will follow all guidelines established by the Internal Revenue Service explained in Publication 535 and 1542. This policy will be modified as laws and rates are changed. For applicable per-diem rates, contact the Deputy Executive Director of Administration. Conference luncheons, special banquets, or other set-priced events that exceed the per-diem may be reimbursed if they are necessary to the attendance of the conference and are authorized in advance on the Travel Request/Authorization form.

8.3 Personal Digital Assistant (PDA) Reimbursement Policy

1. Background
The Internal Revenue Service (IRS) considers employer provided cell phones and personal digital assistants (PDAs) to be “listed property” for the purposes of tax treatment (section 280F (d)(4)(A)(v))[1]. A significant amount of record keeping is needed in order to qualify the use of the cell phone or PDA for business related purposes. Section 274(d)(4) of the IRS code describes the steps necessary to document such business use of listed property and includes (a) the amount of the expense, (b) the time and place of the call, and (c) the business purpose of the call[2]. This amount of record keeping is not only onerous for the employee, but also for the employer.

2. Policy
All employees with a business-related need for a Personal Digital Assistant (PDA) allowance must complete the “PDA Allowance Request Form.” This form must be approved by the employee’s direct supervisor as well as the Deputy Executive Director for Administration. Once received and processed by Human Resources, a taxable allowance will be added to the employee’s paycheck of each month. Employees must verify with Access’
Deputy Executive Director for Administration that their selection of PDA and voice and service data contract will allow for proper synchronization to Access’ Exchange server network. All contracts for service must be taken out in the name of the employee receiving the allowance and may not be taken out in the name of Access.

3. PDA Service Allowance
The amount of monthly allowance is based upon a typical contract necessary to meet business-related needs for voice and data services. Based upon historical usage, the monthly allowance has been set to $90.00. Initial activation allowance of a voice and data contract will be up to $35.00 based upon submittal of an original paid receipt.

Note that this allowance does not represent an increase in base pay. The allowance will continue unless Human Resources is notified in writing either by the employee, or the supervisor that the allowance is to cease.

No additional reimbursement will be provided to those receiving a monthly allowance even if the monthly charges to the employee exceed the allowance amount. However, allowances may be changed at any time should business circumstances or needs change. All requests for a change in allowance must be made by the supervisor in writing using the “PDA Allowance Request Form”.

4. PDA Equipment Allowance
Access also provides employees with a taxable equipment allowance towards the initial purchase of a PDA, and for the replacement of a PDA (where the replacement may occur no more frequently than once every 2 years). In order to receive an equipment allowance the employee must submit proof in the form of an original paid receipt showing the purchase of the PDA and with its cost clearly indicated. The amount of the equipment allowance will be the lesser of the actual cost of the new PDA or $150.00. Equipment allowances must be requested using the “PDA Equipment Request Form”. Approved equipment allowances will then be sent to Human Resources for processing of the taxable amount through Payroll.

Because the PDA is owned by the employee, and the allowance is taxable, the PDA may be used by the employee for both personal and business-related calls. The employee may also use the allowance as they see fit in order to obtain cellular service and may freely use it to purchase an individual cellular plan or a so-called “family” plan.

5. Payroll Adjustments
For payroll purposes the annualized amount of the allowance ($1,080/26 = $41.54 less withholding taxes) will be adjusted to an employee’s bi-weekly paycheck. These allowances will be reported on the employees’ W-2s and be subject to withholding taxes. These allowances will not be considered for retirement calculation purposes.

6. Support for PDAs
All support for PDAs is provided by the cellular service company chosen by the employee. Access’ Information Technology Department cannot offer any support for individually owned PDAs. However, Information Technology will provide proper credentials and instructions for synchronization to Access’ Exchange server network.

7. Changes to Service Contracts
Access reserves the right to change or terminate this policy regarding allowances for PDA service and equipment. Individuals eligible for receipt of an allowance should understand that they are personally liable for monthly charges or termination fees, regardless of employment status or any change in this reimbursement policy.

8. Restrictions on Usage of PDAs
An employee may not use his or her PDA:
   a. For non-Access business reasons during working hours except during breaks, lunch or in extreme emergencies;
   b. While driving an automobile except in strict compliance with applicable law;
   c. For the purpose of harassing or defaming any other person or employee connected with Access or any of its contractors or providers.
Failure to follow these requirements may result in discipline up to and including discharge.
9  ACKNOWLEDGMENT FORMS

9.1  Acknowledgement of Receipt
Employee Handbook

This is to acknowledge that the Employee Handbook has been discussed with me, and I understand that I can access the full employee handbook at any time on the agency’s SharePoint internet. I understand that it contains important information on Access’ general personnel policies and on my privileges and responsibilities as an employee. I acknowledge that I am expected to read, understand, and adhere to Access’ policies. I understand that I am governed by the contents of the Handbook and that Access may change, rescind or add to any policies, benefits or practices described herein, other than the employment-at-will policy, from time to time in its sole and absolute discretion, with or without prior notice. Access will advise employees of material changes within a reasonable time.

Furthermore, I understand that employment with Access is not for a specified term and is at the mutual consent of the employee and Access. Accordingly, either the employee or Access can terminate the employment relationship at will, with or without cause, at any time. This represents an integrated agreement with respect to the at-will nature of the employment relationship.

Employee’s Signature

______________________

Print Name

______________________

Date
9.2 Acknowledgement of Receipt and Commitment to not Tolerate Unlawful Harassment, Discrimination and Retaliation

I acknowledge that I have received a copy of Access’ written policy against unlawful harassment, discrimination and retaliation and I understand that Access will not tolerate unlawful harassment and discrimination by any employee, associated or contracted employee, or third-party representative of Access. I recognize that the only way Access can achieve its goal of providing an environment free of unlawful harassment or discrimination is with the assistance of its employees. Access and its employees must therefore be partners in the commitment to provide a work environment that is free of unlawful harassment and discrimination.

I agree to comply with all aspects of the policy against unlawful harassment, discrimination and retaliation and promise that I will not violate the law or Access’ policy. I also promise to fulfill all of my responsibilities under the policy, including the responsibility to report any unlawful harassment, discrimination and retaliation immediately to my supervisor and/or Human Resources in accordance with the procedures of the policy. In this way, I will do all that I can to assist Access in providing and maintaining a workplace that is free of unlawful harassment and discrimination.

______________________
Employee’s Signature

______________________
Print Name

______________________
Date
9.3 Acknowledgement of Receipt

Media Policy

All assets, data transmission equipment such as computers, voicemail and electronic mail, are Access’ property and are intended for authorized business use only. Specifically, electronic mail and other information systems, including access to the Internet, are not to be used for personal business, solicitation or personal causes. In addition, I understand that I may not use Access’ communication systems for any communication that, in the opinion of Access, would in any way be disruptive, insulting, harassing, disparaging or for sexually-explicit messages or jokes. Use of Access’ systems in violation of this guideline will result in disciplinary action, up to and including termination of employment.

Authorized employees have access to all information stored on Access’ equipment. Access’ employees do not have any expectation of privacy with regard to such documents, messages and web browser history files on Access-owned computers, desks, storage areas or electronic media. A review or search of these areas may occur without prior notice. Even erased or deleted messages can be recovered by Access. The contents of communications or documents obtained by Access may be used and disclosed without your permission.

The use of passwords is designed to provide appropriate access to some or all of Access’ information systems. They are not designed or intended to provide confidentiality of any personal messages or documents. Access’ ability to retrieve information stored on its systems is not restricted by the use of passwords.

My signature below affirms my understanding that all Access’ equipment (including but not limited to computer systems, voice mail and e-mail) is intended for business use and that Access reserves the right to access and disclose any and all information contained in these systems. As such, I understand that I have no expectation or right to privacy concerning the use of these systems.

______________________    _____________________
Employee’s Signature    Date

______________________
Print Name
9.4 Acknowledgement of Agreement to Arbitrate Claims

I acknowledge that I have carefully read the Agreement to Arbitrate Claims that is a part of this Handbook, that I understand its provisions, that all understandings and agreements between Access and me relating to the subjects covered in the Agreement to Arbitrate Claims are contained in it, and that I have entered into the Agreement to Arbitrate Claims voluntarily and not in reliance on any promises or representations by Access other than those contained in the Agreement to Arbitrated Claims itself.

I understand that in executing this Acknowledgment and notwithstanding any other disclaimers contained in this Handbook, I and Access are entering into a binding agreement to arbitrate all claims arising out of my employment and are each waiving any right to have these claims determined in a court of law by a judge and jury. I further acknowledge that I have been given the opportunity to discuss this Acknowledgment with my private legal counsel and have availed myself of that opportunity to the extent I wish to do so.

______________________
Employee’s Signature

______________________
Print Name

______________________
Date
9.5 Acknowledgement of Receipt

Drug and Alcohol Policy

I acknowledge receipt and understanding of the Company’s Drug and Alcohol Policy. I acknowledge that failure to comply with the Policy can and will lead to disciplinary action, up to and including termination of my employment.

____________________________________  ______________
Employee’s Signature     Date

____________________________________
PRINT NAME (Employee)

____________________________________   ______________
Human Resource’s Signature    Date

Please keep a copy and send the original of the signed acknowledgement to Human Resources.
9.6 Acknowledgement of Receipt
Teamwork and Mutual Respect Policy

I acknowledge that I understand the company’s policy on Teamwork and Mutual Respect, and agree to conduct myself at all times in compliance with this policy. I understand that my performance will be evaluated on my ability to adhere to this policy, and I recognize that the only way Access can achieve its goal of providing an environment of teamwork and mutual respect is with the assistance of all employees.

I also promise to fulfill all of my responsibilities under the policy, including the responsibility to report any violations of the policy immediately to my supervisor and/or the Human Resources Department. In this way, I will do all that I can to assist Access in providing and maintaining a workplace that promotes teamwork and mutual respect.

______________________  
Employee’s Signature  

______________________  
Print Name  

______________________  
Date
10 SAFETY PROGRAMS AND EMERGENCY ACTION PLAN

10.1 Heat Illness Prevention Program (HIPP)

I. PURPOSE

The purpose of Access’ Heat Illness Prevention Program is to prevent heat related illness from occurring through education and proper work practices. This program also teaches individuals how to recognize the signs and symptoms of heat illness and how to respond should a heat-related illness occur.

Heat related illness is a serious medical condition that results when the body is unable to cool itself sufficiently through sweating. Both personal and environmental factors can contribute to the likelihood of developing heat related illnesses, which include heat stress, heat exhaustion, heat syncope (fainting), and ultimately heat stroke. Heat stroke can be fatal, especially if medical treatment is delayed.

This program was written to comply with Cal/OSHA regulations for Heat Illness Prevention (CCR, Title 8, Section 3395).

II. ORGANIZATIONAL UNITS AFFECTED

This policy applies to all Access employees. A copy of this policy shall be available to all employees and, for new employees, shall be highlighted as part of new employee orientation.

Through the requirements described herein, the Heat Illness Prevention Program establishes procedures and responsibilities for Access employees while engaged in Access related activities. This program applies to all employees, particularly, those who work in outdoor places of employment, and their supervisors, when the environmental risk factors for heat illness are present.

III. POLICY

It is the policy of Access to maintain a safe and healthy work environment for each employee, and to comply with all applicable occupational health and safety regulations. The written Heat Illness Prevention Program (HIPP) is intended to establish the methods and processes to identify and eliminate unsafe conditions or practices, and to control workspace safety hazards whether indoors and or outdoors.

This program was written to comply with Cal/OSHA regulations for Heat Illness Prevention (CCR, Title 8, Section 3395).
To report an injury follow Access’ Injury Illness Prevention Program for direction on reporting procedures treatment protocol.

IV. DEFINITIONS

Acclimatization - temporary adaptation of the body to work in the heat that occurs gradually when a person is exposed to it. Acclimatization peaks in most people within four to fourteen days of regular work for at least two hours per day in the heat.

Environmental Risk Factors - working conditions that create the possibility that heat illness could occur, including air temperature, relative humidity, radiant heat from the sun and other sources, conductive heat sources such as the ground, air movement, workload severity and duration, protective clothing and personal protective equipment worn by employees.

Heat Illness - a serious medical condition resulting from the body’s inability to cope with a particular heat load, and includes heat cramps, heat exhaustion, heat syncope, and heat stroke.

Heat Wave - any day in which the predicted high temperature for the day will be at least 80 degrees Fahrenheit and at least ten degrees Fahrenheit higher than the average high daily temperature in the preceding five days.

Personal Risk Factors - factors such as an individual’s age, degree of acclimatization, health, water consumption, alcohol consumption, caffeine consumption, and use of prescription medications that affect the body’s water retention or other physiological responses to heat.

Shade - blockage of direct sunlight. Shade is considered sufficient when objects do not cast a shadow in the area of blocked sunlight. Shade is not adequate when heat in the area of shade defeats the purpose of shade, which is to allow the body to cool. For example, a car sitting in the sun does not provide acceptable shade to a person inside it, unless the car is running with air conditioning. Shade may be provided by any natural or artificial means as long as it does not expose employees to unsafe or unhealthy conditions, or deter or discourage access or use.

Temperature - the dry bulb temperature in degrees Fahrenheit obtainable by using a thermometer to measure the outdoor temperature in an area where there is no shade. While the temperature measurement must be taken in an area with full sunlight, the bulb or sensor of the thermometer should be shielded while taking the measurement, e.g., with the hand or some other object, from direct contact by sunlight.
V. PROCEDURE

Accountability/Responsibilities

Provide training to all potentially impacted employees and their supervisors on the risk factors of heat illness and ways to prevent it, including how to recognize symptoms and how to respond if they appear. Prepare and maintain a written program which complies with the requirement.

Executives and Department Heads

Executives and Directors are responsible for:

- Providing the necessary resources to ensure the health and safety of their employees;
- Identifying individuals as supervisors and ensure they are trained on their health and safety responsibilities;
- Ensuring departmental compliance with health and safety policies/procedures;
- Ensuring workplace hazards are identified and controlled.

Managers and Supervisors

Supervisors of employees who perform outdoor work are responsible for:

- Ensuring employees understand and comply with the requirements of this program;
- Developing and implementing procedures to comply with the requirement of this program as needed;
- Ensuring employees have completed documented Heat Illness Prevention training;
- Being aware of risk factors that contribute to heat illness;
- Checking in advance the extended weather forecast;
- Weather forecasts can be checked with the aid of the internet (http://www.nws.noaa.gov/), or by calling the National Weather Service phone number in Los Angeles at (805)988-6610 (#1) or by checking the local news channel for weather alerts;
- Reducing the risk of heat illness by taking special precautions when necessary;
- Being alert for the signs and symptoms of heat illness in employees’ allowing employees acclimate to working in hot conditions;
- Ensuring employees have access to potable (safe) drinking water at all times;
- Ensuring employees have the necessary Personal Protective Equipment to reduce heat stress (sun hats, umbrella, etc.) when needed;
- Monitoring weather conditions and implement High-heat Procedures when temperatures equal or exceed 95 degrees Fahrenheit.
• Ensuring procedures for contacting Emergency Medical Services (EMS) are in place, and if necessary, arrange for the transportation of employees to a point where they can be reached by an emergency medical provider;

• Knowing what to do and how to summon emergency responders should a heat illness emergency occur.

Employees

Employees are responsible for:

• Understanding and complying with health and safety policies and procedures;

• Notifying their supervisor about any hazardous conditions observed on the worksite;

• Informing their supervisors of any factors that may increase their risk of a heat related illness; and

• Reporting the signs or symptoms of heat illness in themselves, or others, to their supervisor, Operations and Human Resources immediately.

Human Resources

Access’ Heat Illness Prevention Program is administered by Human Resources, which will function as a technical resource to departments and will assist them in carrying out their responsibilities as necessary. Specifically, Human Resources is responsible for:

• Developing and maintaining the Heat Illness Prevention Program and ensuring it meets all applicable regulatory requirements;

• Educating employees by developing and providing Heat Illness Prevention training; and

• Updating the Heat Illness Prevention Program and other written materials as regulations or Access requirements change.

Operations

Operations staff will assist Human Resources in administering the Heat Illness Prevention Program. Specifically, Operations is responsible for:

• Monitoring the weather and identifying days where heat and/or humidity would create a work environment conducive to heat related illness and injury;

• Communicating weather related risks to all Access employees; and

• Ensuring that a supply of portable water is available to employees.

Identification and Evaluation of Exposures

Monitoring the Weather:
• When the temperature equals or exceeds 95 degrees Fahrenheit or during a heat wave, provide reminders (electronic: email, text; and voice: phone, radio and in-person) to employees;
• Reminders will provide the weather report; reinforce heat illness prevention to all employees; and provide reminders to drink water frequently;
• Additionally, supervisors will inform off-site employees that vehicles are to be stationed in shaded areas, when available and utilize vehicle’s air conditioning; and
• Lastly, to remind employees to be on the lookout for signs and symptoms of heat illness.

Water Provisions
• Water will be fresh, pure, and suitably cool and provided to employees free of charge. Bottled water is available to employees working off-site. During hot weather, placing water in ice chest is highly recommended.
• All water will be kept in sanitary condition. Water from non-approved or non-tested water sources is not acceptable.
• Encourage employees to drink plenty of water and remind employees of their right to take a cool-down rest period when necessary.

Compliance
All employees, including managers and supervisors, are responsible for complying with safe work practices. The system for ensuring that all employees comply with these practices include the following:

• Educating employees on the provisions of this HIPP;
• Training employees; and
• Disciplining employees for failure to comply with safe work practices.

Employee Hazard Identification and Resolution System
Access has established a system that encourages employees to openly communicate hazards without fear of reprisal. This system is designed to identify hazardous conditions, locations, operations, procedural deficiencies, design inadequacies, or equipment failures, which could be detrimental to safe operations.

Procedure for reporting a hazard:
• General hazards or unsafe conditions can be reported to a supervisor verbally or in writing;
• Specific unsafe conditions involving Access vehicles shall be reported to the Sr. Manager of Fleet Design & Safety; and
• Employees may also file an anonymous report of a hazard or unsafe working condition. Such reports should be made to the attention of the Chief Operations Officer.

Safety Training and Communication Methods
Supervisory Safety Training
• Supervisors shall be trained on awareness of potential health and safety hazards, as well as how to monitor weather.
• Supervisor Safety Training will be coordinated by Operations, Human Resources, and may be conducted by staff, outside contractors or consultants.

Employee Safety Training
• Training will be provided to new hires by Human Resources during new hire orientation. For continuing employees, training will be provided by Operations, and/or Human Resources.
• Supervisors will be trained in emergency response to different types of heat illness, and in addition, that heat illness may progress quickly from mild symptoms and signs to serious and life-threatening illness. Training will include this company’s written procedures and the steps supervisors will follow when employees exhibit symptoms consistent with heat illness.
• When the temperature is expected to exceed 80 degrees Fahrenheit, Safety Analyst will provide notices about the weather report to reinforce heat illness prevention with all employees, and to provide reminders to drink water frequently. Additionally, supervisors will inform employees off-site that vehicles are to be stationed in shaded areas, when available and utilize vehicle’s air conditioning. Lastly, remind employees to be on the lookout for signs and symptoms of heat illness.
• Safety training will be provided to all employees upon hire or transfer to a new position. The new employee safety orientation is used to convey Access’ policies and expectations. Compliance with safety policies is a required condition of employment at Access. New employees will receive new hire orientation from HR and a briefing regarding Heat Injury Illness Prevention. Continuing training will be provided by Safety Analyst.
• Employee safety training and instruction shall be provided to all employees given new outdoor job assignments for which has not been previously received.

Employee Safety Communication Methods
Employees off-site will carry cell phones or other means of communication to ensure that emergency medical services can be called.

Checks will be made to ensure that these electronic devices are functional prior to each shift.

Employee safety communication methods include the use of emails, text messages, phone calls, radio, postings on employee bulletin boards.

During a heat wave or hot temperatures, Safety Analyst will remind and encourage employees to immediately report to their supervisor any signs or symptoms they are experiencing.

Procedures for a Heat Injury Illness Response

- When an employee is showing symptoms of possible heat illness, steps will be taken immediately to keep the stricken employee cool and comfortable until emergency service responders have been called (to reduce the progression to more serious illness). Under no circumstances will the affected employee be left unattended.

- Emergency service responders will be called immediately if an employee displays signs or symptoms of heat illness (decreased level of consciousness, staggering, vomiting, and disorientation; irrational behavior, incoherent speech; and convulsions, red and hot face), does not get better after drinking cool water and resting in the shade. While the ambulance is in route, first aid will be initiated (cool the worker; place the worker in the shade, remove excess layers of clothing, place ice pack in the armpits and groin area, and fan the victim. Do not let a sick worker leave the site, as they can get lost or lose consciousness before reaching a hospital. For employees out on the field, try to get to employee until symptoms improve or ambulance personnel arrive.

Reporting Workplace Heat Injury

- Upon authorization, employees can seek medical treatment at Access’ designated occupation medical clinic.

- Any time an Access employee is hospitalized due to a job related heat illness, the Safety and HR Departments must be notified immediately, 24 hours a day.

- All employee heat illness, no matter how small, must be reported to a supervisor.

- A heat illness must be reported in writing on the Employees’ Report of Work Related Injury or Illness.

Disciplinary Policy
• Any non-compliance or violation of the HIPP or associated safety policies can result in disciplinary action.
• Disciplinary measures shall be conducted in accordance with established policies as outlined in Access Employee Handbook.
• Employees WILL NOT be disciplined or suffer any retaliation for reporting safety concern or violation.

Recordkeeping
To assure that Access HIPP is being administered in order to satisfy Cal/OSHA requirements, the following records are required to be timely and properly maintained:
• HR new hire orientation;
• Supervisory communication;
• Documentation of heat illness prevention training;
• Employee name or other identifier;
• Training dates;
• Subject of training;
• Name of provider of the training; and
• Documentation on all work related illness/injuries including the OSHA Form 300.

VI. EXCEPTIONS
Not Applicable.

VII. PROVISIONS AND CONDITIONS
Not Applicable.

VIII. RELATED DOCUMENTS

B. Access Employee Handbook
C. OSHA Forms 300 and 300A
10.2 Illness and Injury Prevention Program (IIPP)

I. PURPOSE
The purpose of this policy is to implement a health and safety program that will reduce and prevent occupational injuries and illnesses. A good program will help keep employees safe and healthy on the job and reduce costly accidents and illnesses at work.

II. ORGANIZATIONAL UNITS AFFECTED
This policy applies to all Access employees. A copy of this policy shall be available to all employees and, for new employees, shall be highlighted as part of new employee orientation.

III. POLICY
It is the policy of Access to maintain a safe and healthy work environment for each employee, and to comply with all applicable occupational health and safety regulations. The written Injury and Illness Prevention Program (IIPP) is intended to establish the methods and processes to identify and eliminate unsafe conditions or practices, and to control workspace safety hazards. The IIPP is required by Cal/OSHA and enforced by the Division of Occupational Safety and Health. The IIPP addresses all of the compliance requirements in the California Labor Code Sections 6401.7 (SB198, Chapter 1369, Statutes of 1989) and California Code of Regulations (CCR) Title 8, General Industry Safety Order Section 3203.

IV. DEFINITIONS
Not applicable.

V. PROCEDURE

A. Responsibilities

1. The Executive Director has the responsibility to ensure all departments within Access are implementing the IIPP to its fullest extent. The Executive Director has the final authority to make substantive program changes.

2. The Chief Operations Officer will manage the elements of this Program.

3. Management (all Management staff) responsibilities are listed below:
a. Implementing the elements of the IIPP and communicating the provisions of the program. Managers and supervisors are expected to enforce the rules fairly and uniformly.

b. Ensure that the work force, equipment, materials and training necessary to meet safety requirements for the job are available at the facility or project, when needed, including financial support for program components.

c. Review all safety findings in their department, and ensure actions are taken to correct reported deficiencies.

d. Review (and investigate when necessary) all employee occupational injuries and illnesses to ensure that proper reports are completed and appropriate action is taken to prevent reoccurrence.

e. Ensure supervision is accountable for implementation of all safety and environmental policies and procedures within his/her department.

f. Participate in safety processes, such as audits, inspections, reviews, and training.

g. Report safety concerns, safety suggestions, or safety infractions to the Chief Operations Officer, Senior Manager of Fleet Design & Maintenance, or Safety Analyst.

h. Ensure active employee involvement in safety concerns, protect all employees from harassment for reporting safety problems, and enforce established disciplinary procedures to address safety matters.

i. Evaluate the safety performance of all their employees.

j. Establish annual management goals and programs focused towards the reduction of occupational injuries and illnesses.

4. Safety Personnel

   a. Serve as a liaison between management and regulatory agencies
b. Create a system for communicating with all employees on matters relating to safety. The system shall consist of the following activities:
   i. Safety issues will be discussed during staff meetings
   ii. Formal safety training
   iii. Posting of legally-mandated notices, safety rules, safe work procedures, inspection results, and other safety awareness related materials
c. Develop an inspection and audit program for safety issues
d. Review all injury and illness investigation reports and verify that corrective actions have been completed, as required, to prevent recurrence
e. Ensure that all Cal/OSHA recordkeeping and accident reporting requirements are maintained
f. Conduct analysis of injury and illness reports, injury and illness logs, to determine injury trends and corrective actions
g. Establish safety training programs for:
   i. New employees
   ii. Employees assigned to new job/task assignments for which safety training has not been provided
   iii. New substances, processes, procedures, or equipment introduced into the workplace that represent a new hazard
   iv. Any new or previously unrecognized hazard
   v. Supervisors to familiarize employees with the safety and health hazards to which employees under his/her immediate direction and control may require
h. Monitor and advise management on the development of new safety laws to ensure timely compliance by Access
Employees’ responsibilities are listed below:

i. Comply with Access safety compliance rules and regulations
j. Wear required personal protective equipment (PPE)
k. Only operate equipment that is in good condition, with all safety guards in place
l. Report all occupational injuries and illnesses, no matter how minor, immediately to a supervisor
m. Encourage co-workers to work safely
n. Report unsafe acts and conditions to a supervisor or the Safety Personnel
o. Cooperate and/or participate in employee action teams

B. Identification and Evaluation of Hazards

1. Safety Inspections – Inspections shall be made by Safety Personnel to identify and evaluate hazards as often as needed, but at least quarterly, and
   a. Whenever new substances, equipment, operations, or procedures are introduced to Access
   b. Whenever management is made aware of new or previously unrecognized hazards

2. Each formal inspection is to be documented using the appropriate tracking log or system to ensure that adequate and timely action is taken to correct hazards.

3. Unsafe conditions should be immediately corrected, if practical. When an imminent hazard exists which cannot be immediately abated, it shall be clearly identified and isolated with security barricades, locked or tagged out of service, or all employees removed from the area as required by the condition. Employees shall use the required safeguards to correct the hazardous condition.

4. Supervisor(s) must provide a status of corrective actions for the deficiencies identified in the inspections.

C. Compliance
1. All employees, including managers and supervisors, are responsible for complying with safe work practices. The system for ensuring that all employees comply with these practices include the following practices:
   a. Educating employees on the provisions of this IIPP
   b. Evaluating the safety performance of all employees
   c. Recognizing employees who work safely and provide input into elements of the IIPP
   d. Training employees
   e. Disciplining employees for failure to comply with safe work practices

D. Employee Hazard Identification and Resolution System

Access has established a system that encourages employees to openly communicate hazards without fear of reprisal. This system is designed to identify hazardous conditions, locations, operations, procedural deficiencies, design inadequacies, or equipment failures, which could be detrimental to safe operations.

1. Procedure for reporting a hazard:
   a. General hazards or unsafe conditions can be reported to a supervisor verbally or in writing. The Report of Unsafe Condition or Hazard (Attachment A) can be used for this purpose. Employees can also submit safety concerns directly to the Safety Department by using the Form.
   b. Specific unsafe conditions involving Access vehicles shall be reported to the Senior Manager of Fleet Design & Maintenance.
   c. Employees may also file an anonymous report of a hazard or unsafe condition. Such reports should be made to the attention of the Chief Operations Officer.
d. Access management will attempt to correct all reported hazards, which are within their control as soon as possible. For those hazards that cannot be immediately rectified (e.g. a hazard at a contract facility), estimated completion dates shall be established, affected employees notified of the hazard, and the corrective action monitored until the hazard has been corrected.

e. When an imminent hazard exists which cannot be immediately abated without endangering employee(s) and/or property, all exposed employees will be removed from the area except those necessary to correct the existing condition. Employees who are required to correct the hazardous condition shall be provided with the necessary protection.

2. Resolution involving other departments and/or outside agencies

a. Each department will determine both the urgency of the problem and the lead-time needed to implement a solution. Each department shall maintain records of written complaints of reported hazards and corrective action taken. Support from Safety Personnel will be available. NOTE: Those conditions that have the potential for serious injury to employees shall be reported to the Chief Operations Officer. A verbal notification may be given initially, but must be followed up by a documented notification when possible.

b. For those issues that require immediate attention, Safety Personnel shall coordinate with the appropriate department(s) and outside agencies to implement corrective actions.

c. If the problem requires long lead-time and/or action from other departments and/or agencies outside Access, there shall be a designated person to coordinate implementation of the approved recommendations. All correspondence sent to safety regulatory agencies shall be coordinated by the Chief Operations Officer.
E. Safety Training and Communication Methods

1. Supervisory Safety Training
   a. Supervisor Safety Training is an ongoing element of the IIPP, and supervisors will be held accountable for the training programs in their sections. Supervisors shall be trained on awareness of potential health and safety hazards, as well as how to control such hazards.
   b. Supervisor Safety Training will be coordinated by Safety and/or Training & Compliance Personnel and may be conducted by staff, outside contractors or consultants.

2. Employee Safety Training and Communication
   a. Safety training will be provided to all employees upon hire or transfer to a new position. The new employee safety orientation is used to convey Access’ policies and expectations. Compliance with safety policies is a required condition of employment at Access. New employees will receive employee safety orientation from safety personnel and a briefing regarding general/specific safe work procedures relative to his/her job assignment from his/her supervisor.
   b. Employee safety training and instruction shall be provided:
      i. To all employees given new job assignments for which training has not been previously received
      ii. Whenever new substances, operations, procedures or equipment are introduced to the workplace and represent a new hazard
      iii. Whenever the employer is made aware of a new or previously unrecognized hazard
   c. Access trains its employees on a variety of safety subjects, depending on job classification, including but not limited to:
      i. Emergency evacuation and fire prevention
      ii. Hazard Communication (Workers’ Right-to-Know)
      iii. Facility specific hazards
      iv. Personal protective equipment
v. Drug and Alcohol Policy  
vi. Workplace Security and Anti-Violence Policy  
 vii. Heat Illness Prevention Policy  
 viii. Electronic Device Policy  
x. Employee Vehicle Use Policy  
 xi. Provisions for medical services and first aid  
xii. Prevention of musculoskeletal disorders including proper lifting techniques  
 xiii. Proper reporting of hazards  
xiv. Prohibition of horseplay or other acts that can adversely impact safety  
d. All training will be documented and a copy will be placed in the employee’s training file.

F. Employee Meetings and Communication Program

1. Staff Meetings  
a. Supervisors should include important safety topics or changes in policy that impact safety at staff meetings. The meetings should include any reported or observed safety concerns, unsafe acts or conditions, and the corrective actions. The results of any formal inspections conducted in the department, selected safety and health related information impacting employees’ safety policies and procedures, or a short discussion of specialized safety information topics.  
b. Meetings should be documented by recording the following information:  
   i. Where and when the meeting was held  
   ii. Who chaired the meeting  
   iii. Who attended the meeting  
   iv. Topics of discussion  
   v. Corrective actions  
   vi. Assigned responsibilities

Employee Safety Communication Methods  
c. Employee safety communication methods may include the use of emails, handouts with paychecks, use of
AccessPoint, information bulletins and notices, postings on employee bulletin boards, etc.

G. Occupational Injury and Illness Reporting and Investigation
Per the Access Employee Handbook, employees must immediately report on-the-job injuries to his or her supervisor. The following procedures provide guidance on reporting and investigation of workplace injuries and illnesses.

1. Reporting Workplace Accidents
a. Upon authorization, employees can seek medical treatment at Access’ designated occupational medical clinic
b. Any time an Access employee is hospitalized due to a job-related injury or illness, the employee’s supervisor and Human Resources must be notified immediately, 24-hours a day
c. All employee injuries, no matter how small, must be reported to a supervisor
d. An injury must be reported in writing on the Employee’s Report of Work-Related Injury or Illness (Attachment B).

2. Procedures for investigating workplace accidents and hazardous substance exposures include:
   a. Visiting the accident scene as soon as possible, and interviewing injured employees and witnesses
   b. Examining the workplace for factors associated with the accident/exposure
   c. Determining the cause of the accident/exposure
   d. Taking corrective action to prevent the accident/exposure from reoccurring
   e. Recording the findings and corrective actions taken

H. Motor Vehicle Accident Reporting Procedures
Motor Vehicle Accidents - specific guidelines and procedures for reporting motor vehicle accidents and incidents are contained in the Access Employee Vehicle Use Policy. Procedures for reporting an accident are also included in the vehicle’s backpack.
I. Motor Vehicle Fleet Safety and Accident/Incident Review

Accident/Incident Review Team - The driving record of each employee (authorized to drive a company vehicle per self-insurance auto liability insurance program of Access) is administered by the Risk Management Department and is maintained in a database. The Accident/Incident Review Team to evaluate any accident involving an Access fleet vehicle to determine preventability. The Accident/Incident Review Team will include, at a minimum, personnel from Safety, Risk Management and Operations.

J. Disciplinary Policy

Any non-compliance or violation of the IIPP or associated safety policies can result in disciplinary action. Disciplinary measures shall be conducted in accordance with established policies as outlined in Access Employee Handbook.

Employees WILL NOT be disciplined or suffer any retaliation for reporting a safety concern or violation.

K. Recordkeeping

1. To assure that Access IIPP is being administered in order to satisfy Cal/OSHA requirements, the following records are required to be timely and properly maintained.
   a. Records of periodic inspections to identify unsafe conditions and unsafe work practices including:
      i. Person(s) conducting the inspection
      ii. The unsafe condition/practice identified
      iii. Corrective action taken to prevent recurrence

2. Documentation of safety compliance training (all training records are to be kept on file for a minimum of three years) including:
   a. Employee name or other identifier
   b. Training dates
   c. Subject of training
   d. Name of provider of the training
   e. Documentation on all work related injuries including the OSHA Form 300 (Log of Work-Related Injuries and Illnesses). OSHA 300 Logs are to be kept for at least the previous five (5) calendar years. The OSHA Form 300A
(Annual Summary of Work-Related Injuries and Illnesses) is to be posted at all Access Services worksites during the required posting period of February 1 through April 30 of each calendar year.

VI. EXCEPTIONS
   Not Applicable.

VII. PROVISIONS AND CONDITIONS
   Not Applicable.

VIII. RELATED DOCUMENTS

   D. Access Employee Handbook
   E. OSHA Forms 300 and 300A
10.3 Emergency Action Plan

I. PURPOSE

The purpose of the Emergency Action Plan (Plan) is to communicate protocols for employees to follow in the event of an emergency. Following the Plan will help keep employees safe on the job and reduce injuries and property damage at work.

II. ORGANIZATIONAL UNITS AFFECTED

This Plan applies to all Access employees. A copy of this Plan shall be available to all employees on Accesspoint and shall be highlighted as part of new employee orientation for new employees. All employees will sign Attachment A acknowledging receipt and understanding of Access’ Emergency Action Plan.

III. POLICY

This Plan is related to the required Injury and Illness Prevention Program (IIPP), which is required by Cal/OSHA and enforced by the Division of Occupational Safety and Health. The Plan meets the requirements of 29 CFR 1910.38.

IV. DEFINITIONS

• Floor Warden: A floor warden is a responsible and trained person on each floor that is assigned a specific task. The floor wardens shall oversee and ensure safe and complete evacuation or relocation of building occupants during a fire, other emergency, and/or a drill.

V. PROCEDURE

B. Responsibilities

3. The Executive Director has the responsibility to ensure all departments within Access follow the Plan to its fullest extent. The Executive Director has the final authority to make substantive Plan changes.

4. The Chief Operations Officer (COO) will manage the elements of this Plan.

5. Management (all Management employees) responsibilities are listed below:
k. Implementing the elements of the Plan and communicating the provisions of the Plan to all employees who report to them.

l. Ensuring that the work force, equipment, materials and training necessary to meet the Plan’s objectives are available at the facility, when needed.

L. Reporting Emergencies
   1. An emergency is defined as a serious and dangerous situation that may be unexpected and requires immediate action.
   2. Emergencies shall be reported by dialing 911 or, if appropriate, by pulling a manual fire alarm in the building.
   3. The Los Angeles County Sheriff’s Department Dispatch Center can be reached by dialing extension 1699 or (323) 563-5000.
   4. A supervisor should be notified of the emergency once it is possible and safe to do so.

M. Emergency Training
   1. Evacuation drills will be completed twice per year during the spring and fall.
   2. All employees will receive safety orientation training, which includes a walkthrough of emergency exits, evacuation assembly areas, and location of first aid kits, automated external defibrillator (AED) units, fire extinguishers, evacuation chairs, and fire alarms. New employees will receive such orientation within five working days of their start date.
   3. Employees will be allowed to attend CPR, first aid, and AED training annually.
   4. An annual floor warden meeting will be held to remind, retrain, and update floor wardens on emergency procedures.
   5. Floor wardens will be trained in the use of available evacuation chairs.

N. Emergency Supplies
   1. All employees are issued a safety vest to wear during an evacuation or whenever they enter the Metro bus yard (this is a mandatory safety protocol.)
2. Extra safety vests for visitors are located in a marked file cabinet near the second floor conference room (Room 203) and in a marked file cabinet near Room 323 on the third floor.
3. All employees are issued a 3-Day Emergency Backpack to be kept at their desks containing food bars, water, first aid kit, flashlight, battery, Mylar blanket, poncho, whistle, hygiene kit (male/female), dust mask, and hand sanitizer.

O. Evacuation Procedures
1. A building evacuation may be necessary in response to a fire, earthquake, bomb threat, active threat, or other emergency.
2. Upon issuance of an emergency evacuation notice (by the PA system) or in the event of a fire alarm being sounded, all employees shall calmly evacuate the building by stairway and exit the building. Do not use elevators.
3. Bring your safety vest, if possible. In the event of an evacuation, extra safety vests for visitors are located in a marked file cabinet near the second floor conference room (Room 203) and in a marked file cabinet near Room 323 on the third floor.
4. Unless otherwise announced, evacuation shall be on the south side of the building and assembly shall be at the primary evacuation location (Metro bus yard, south of the flag pole). Situational awareness is key when entering the active bus yard.
5. If announced, evacuation may be ordered to the secondary evacuation location (northeast corner of Parking Lot A adjacent to Santa Anita Avenue).
6. Refer to Attachment B for evacuation assembly locations.

P. Lockdown Procedures
1. A lockdown occurs when there is an actual or potential threat to staff or visitor safety in the area. A lockdown may be initiated due to a security incident or law enforcement activity directly impacting Access or occurring in the vicinity of the Access Administrative Headquarters.
2. During a lockdown, Access will be closed to visitors. Staff may be required to remain in lockdown for an extended period of time.
3. Staff are encouraged to follow the “Run/Evacuate, Hide, Fight” protocol when life safety is in imminent danger.

4. An announcement will be made over the Public Address (PA) system instructing staff and visitors to initiate lockdown procedures.
   a. In the event that staff are unable to make a PA announcement, an Everbridge notification may be sent.
   b. Some active threat incidents may escalate rapidly, precluding staff from sending emergency notifications. Thus, the first indicator of an active threat may be from the threat itself (e.g. gunshots). Don’t wait for a notification to take action - if you see or hear an active threat, follow “Run/Evacuate, Hide, Fight” protocol and report it when safe to do so.

5. Do not activate fire alarms unless there is a confirmed fire.

6. Secure yourself in a safe area. See Attachment F for a map of potential safe rooms on the second and third floor of the Administrative Headquarters.
   a. Lock doors and secure entry points. This could include deploying the Barracuda Intruder Defense System or using furniture to barricade doors and entry points.
      i. Barracuda Intruder Defense Systems are located in the 2nd Floor Conference Room and the 3rd Floor Conference Room.
   b. Turn off the lights.
   c. Stay low and away from windows and doors.
   d. Silence cellphones, radios, and other electronic devices.
   e. Remain quiet and out of view.
   f. Do not open doors or entry points until law enforcement has instructed you to do so.

7. Access Staff should stay in safe areas until directed to move or evacuate by law enforcement officers or Management Staff.

8. If an evacuation occurs, Access Staff will be directed to a safer location by first responders or management staff.

9. Refer to Attachment E for information specific to an active threat/active shooter incident.
Q. Procedures for employees who remain to operate critical equipment before they evacuate
   1. Access operates no critical equipment that would prevent timely evacuation; all employees shall follow an evacuation order.
   2. Employees are not required to use fire extinguishers or shut down gas/electrical systems.

R. Accounting for employees after an evacuation
   1. If safe, the assigned floor warden will sweep the reception area and bring the employee roster and visitor sign-in book to the evacuation assembly area and assist floor wardens with a roll call of all employees.
   2. Floor wardens shall sweep all work areas in offices, restrooms, breakroom, and meeting rooms.
   3. Certain floor wardens are assigned as a “buddy” to assist employees who may need assistance during an evacuation.
   4. A headcount will be completed following an evacuation so that all employees and visitors are accounted for. The names and last known locations of anyone not accounted for shall be passed on to the person in charge.
      a. The secondary evacuation site will be checked after a headcount is taken at the primary site in case employees evacuated to that area.

S. Rescue and medical duties
   1. Access employees are generally not trained in, nor required to provide, rescue or medical assistance. The need for rescue or medical assistance should be reported by dialing 911.
   2. AED units and first aid kits are located in the kitchen area on both the second and third floors of the administrative headquarters building.

T. Job titles of persons who can be contacted
   1. Persons with the following job titles can be contacted about this plan and its application. During an actual emergency, these persons will provide a leadership role to ensure the plan’s usage.
a. Chief Operations Officer
b. Senior Manager, Fleet Design and Safety
c. Safety Analyst
d. Emergency Management Coordinator

2. Floor wardens shall provide critical assistance during any building evacuation (see Attachment C).

U. Alarm Systems and Emergency Notifications

1. Staff may be notified of an emergency via the fire alarm, PA system, Everbridge system, or the threat itself (e.g. gunshots, smoke, flames, etc.).

2. The administration building is equipped by a manual fire pull alarm system; when pulled down, audible and strobe light alarms are activated.
   a. A manual fire pull is located on each floor near each stairway exit.
   b. Unless a fire alarm test is announced, the activation of the alarm shall result in a full evacuation of the building; occupants of the building will not return until the fire department or other authority announces that a safe return to the building can be made.

3. The Public Address (PA) system is primarily operated by the receptionist. Controls for this system are located at the second and third floor reception desks.

4. If an emergency affects ongoing operations or use of the administration facility, an Everbridge notification will be disseminated to all Access employees with brief instructions on what to do. Staff may be notified of an emergency via the Public Address system, fire alarm, or a threat indicator (e.g. gunshots).

V. Alternate Work Sites

1. If the administration building is not available, an alternate work site is located at Access’ Eligibility Facility (5747 Rickenbacker Road in Commerce).

2. If the primary alternate site is not available or deemed also unsafe, the secondary alternate work site is located at Global Paratransit, Inc. (400 West Compton Boulevard in Gardena).

3. Employees shall contact their supervisor before responding to the alternate work site.
4. If necessary and/or possible, an Everbridge notification will be disseminated to all Access employees with instructions regarding reporting to the alternate work site.
   a. It is important that employees keep their contact information, including personal phone and email, up to date so that they can be reached via Everbridge.

VI. EXCEPTIONS

   Not Applicable.

VII. PROVISIONS AND CONDITIONS

   Not Applicable.

VIII. RELATED DOCUMENTS

   A. Illness and Injury Prevention Program (IIPP)
   B. Emergency Operations Center (EOC) Plan
   C. Emergency Operations Plan (EOP)
   D. Emergency Evacuation Policy
ATTACHMENTS

A. Acknowledgment of Receipt
B. Evacuation Assembly Areas
C. Emergency Personnel and Floor Warden Assignments
D. Building Evacuation Maps
E. Active Shooter/Active Threat Incidents
F. Potential Building Safe Room Locations
G. Barracuda Intruder Defense System Overview and Directions
H. Public Address Announcement Scripts
ATTACHMENT A

ACCESS POLICY ACKNOWLEDGEMENT

I acknowledge receipt and understanding of the Agency’s Emergency Action Plan. I acknowledge that failure to comply with the Plan can and will lead to disciplinary action, up to and including termination of my employment.

____________________________________  ______________  
Employee’s Signature     Date

____________________________________
PRINT NAME (Employee)

____________________________________   ______________  
Human Resource’s Signature    Date

Please keep a copy and send the original of the signed acknowledgement to Human Resources.
ATTACHMENT B - Evacuation Assembly Areas

2 = secondary staging area in Parking Lot A adjacent to Santa Anita Avenue

1 = primary staging area in Metro Bus Yard – south of flag pole
ATTACHMENT C – Emergency Personnel & Floor Warden Assignments

Assignments are subject to change.

Designated Responsible Official

- Mike Greenwood, Chief Operations Officer

Emergency Coordinators (able to fulfill all floor warden assignments)

- Rick Streiff, Senior Manager, Fleet Maintenance and Safety
- Matthew Topoozian, Emergency Management Coordinator
- Luis Pacheco, Safety Analyst

Floor Wardens

<table>
<thead>
<tr>
<th>Floor Warden</th>
<th>Assignment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matthew Topoozian</td>
<td>Sweep and clear second floor.</td>
</tr>
<tr>
<td>Justin Sheldon</td>
<td>Sweep and clear second floor; check secondary evacuation area, if safe to do so.</td>
</tr>
<tr>
<td>Sharon Astier</td>
<td>Sweep and clear second floor reception area; take visitor sign-in and employee roster; evacuation assistance for Karina Fuentes.</td>
</tr>
<tr>
<td>Andrew Marin</td>
<td>Sweep and clear third floor.</td>
</tr>
<tr>
<td>Rick Streiff</td>
<td>Sweep and clear third floor; evacuation chair - third floor South stairwell.</td>
</tr>
<tr>
<td>Tamika Arana</td>
<td>Sweep and clear third floor reception.</td>
</tr>
<tr>
<td>LaTisha Wilson</td>
<td>Evacuation assistance for Rycharde Martindale.</td>
</tr>
<tr>
<td>Rachel Nieto</td>
<td>Evacuation assistance for Rycharde Martindale.</td>
</tr>
<tr>
<td>Carlos Bermejo</td>
<td>Evacuation assistance for Rycharde Martindale.</td>
</tr>
<tr>
<td>Torrance Johnson</td>
<td>Evacuation assistance for Vincent Calderon.</td>
</tr>
<tr>
<td>Norma De Alba</td>
<td>Evacuation assistance for Vincent Calderon.</td>
</tr>
<tr>
<td>Steve Wrenn</td>
<td>Evacuation assistance for Shay Demmerelle.</td>
</tr>
<tr>
<td>Elisa Diaz</td>
<td>Rollcall at evacuation staging area.</td>
</tr>
<tr>
<td>David Foster</td>
<td>Evacuation chair - second floor North stairwell.</td>
</tr>
<tr>
<td>Faustino Salvador</td>
<td>Evacuation chair - second floor North stairwell.</td>
</tr>
<tr>
<td>Luis Pacheco</td>
<td>Evacuation chair - third floor South stairwell.</td>
</tr>
<tr>
<td>Mike Greenwood</td>
<td>Rollcall at evacuation staging area.</td>
</tr>
</tbody>
</table>
ATTACHMENT D – Building Evacuation Maps

EVACUATION MAP
FOR EMERGENCY CALL 911

ALARM SOUNDS LIKE “WOOP WOOP”
ALARM LOOKS LIKE STROBE

LEGEND
YOU ARE HERE
FIRE EXTINGUISHER
STAIRS
EVACUATION ROUTE
ELEVATOR
PULL STATION

3449 Santa Anita Av.  El Monte, CA 91731
IN CASE OF FIRE DO NOT USE ELEVATOR USE STAIRS
Access reserves the right, with or without notice prior notice, from time to time and in its sole discretion, to change, rescind or add to any policies, benefits or practices described herein, other than the employment-at-will policy and the arbitration policy. The employment-at-will policy and/or the arbitration policy may only be changed by a fully executed written agreement between Access and the affected parties. Access will advise employees of material changes in its policies within a reasonable time.
Access reserves the right, with or without notice prior notice, from time to time and in its sole discretion, to change, rescind or add to any policies, benefits or practices described herein, other than the employment-at-will policy and the arbitration policy. The employment-at-will policy and/or the arbitration policy may only be changed by a fully executed written agreement between Access and the affected parties. Access will advise employees of material changes in its policies within a reasonable time.
ATTACHMENT E - Active Threat/Active Shooter Incidents

Active Threat/Active Shooter Incidents

An active threat incident is a situation in which an individual(s) is actively attempting to commit violence against a population in a specific area. Active threat incidents include active shooter situations, however, bladed weapons and other devices have also been used during active threat incidents. The active threat portion (e.g. actual shooting) of these events often has a very short duration, yet may require a prolonged lockdown due to ongoing law enforcement operations.

Some active threat incidents may escalate rapidly, precluding staff from sending emergency notifications. Thus, the first indicator of an active threat may be from the threat itself (e.g. gunshots). Don’t wait for a notification to take action - if you see or hear an active threat, follow “Run/Evacuate, Hide, Fight” protocol and report it when safe to do so.

1. Run/Evacuate
   - If safe to do so, evacuate.
   - Leave your belongings behind.
   - Help others evacuate, if possible.
   - Warn others not to enter the area near the active threat.
   - Keep your hands visible for responding law enforcement officers.
   - Call 911 when safe to do so.

2. Hide
   - If not safe to evacuate, initiate lockdown.
   - Secure yourself in a safe area.
     - Lock doors and secure entry points. This could include using furniture to barricade doors and entry points.
     - Turn off the lights.
     - Stay below window-level and away from windows and doors.
     - Remain quiet and out of view.
     - Silence cellphones, radios, and other electronic devices.
   - Remain quiet and out of view.
   - See Section F and Attachment F for more information.

3. Fight
   a. As a last resort and only when your life is in imminent danger, fight.
b. Attempt to incapacitate the perpetrator.
c. Act with physical aggression and throw items at the perpetrator.

Arrival of Law Enforcement
It is important for Access Staff to remain calm and follow the instructions of law enforcement officers. During an active threat incident, law enforcement’s initial objective is to neutralize the threat. As such, the first law enforcement teams on scene may not stop to help you or provide medical care to injured individuals until the threat is stopped.

Access Staff are encouraged to do the following:
- Put down any items in your hands.
- Raise hands and spread fingers.
- Keep hands visible at all times.
- Avoid quick movements toward officers/deputies.
- Do not stop to ask officers for help or direction when evacuating.
- Follow all directions given by responding officers/deputies.

Critical Information to Provide to the 911 Operator
Call 911 when safe to do so and provide the following information, if possible:
- Location of the active threat and suspect(s).
- Is the attack in progress or already happened?
- Number of suspects, if more than one.
- Physical description of suspect(s).
- Is the suspect deceased?
- Type of weapon(s) used by the suspect.
- Location and number of victims.
ATTACHMENT F – Potential Building Safe Room Locations

The following are potential safe rooms staff can use during a lockdown if safe to do so. The below identified rooms are equipped with door locks. Staff should always follow Run/Evacuate, Hide, Fight in an active threat situation. It is also recommended that staff plan how they will get to and secure the safe room location nearest to their work station.

Second Floor:

Two safe rooms are identified on the second floor. These include the Customer Relations Office area at the Southside of the building and the 2nd floor conference room at the Northside of the building. These rooms are shaded in red on the floorplan below.
Third Floor:

The safe room identified on the third floor is the 3rd floor conference room located at the Southside of the building.
ATTACHMENT G - Barracuda Intruder Defense System Overview & Directions

**Overview:** The Barracuda System securely locks an entry point (door) in a lockdown situation. These locking devices can be installed in a matter of seconds in emergency situations to protect occupants against building intruders. It is important to remember that once the Barracuda System is deployed to secure a door during an emergency, it should not be removed under any circumstances until the all-clear is given by law enforcement.

**Locations:** There are Barracuda Systems located in the 2nd Floor and 3rd Floor Conference Rooms, which are both identified as potential safe rooms.

**Directions:**

**STEP 1:** Lay the device on the floor behind the closed door.

**STEP 2:** Slide the plates under the door.

**STEP 3:** Push the handles outward to engage the plates on the exterior door jambs.

**STEP 4:** Locate the hole in the bar by sliding the bar as required.

**STEP 5:** Insert the pin to secure the device.

**FULLY DEPLOYED**
**ATTACHMENT H - Public Address Announcement Scripts**

**Evacuation**

*Attention staff. An emergency has occurred that requires the evacuation of the building. Evacuate immediately and proceed to designated assembly points away from the building. Do not use elevators.*

(Repeat Twice.)

**Lockdown**

*Attention staff. Lockdown, Lockdown, Lockdown. An emergency has occurred that requires a lockdown. Proceed to secure areas now. Lock doors and close windows. Follow lockdown procedures. Remain locked down until you are given the “All Clear.”*

(Repeat Twice.)

**Drills**

*When conducting drills ensure that staff are advised that the announcement is part of a drill. During a drill say, “This is a drill, this is a drill,” prior to and after saying one of the above announcements over the PA system.*