



ROGUE VALLEY TRANSPORTATION DISTRICT
EQUAL EMPLOYMENT OPPORTUNITY (EEO) PROGRAM

Program Dates: August 1, 2019 – July 31, 2023

Contact Information:

Luanne Spencer
Equal Employment Opportunity (EEO) Program Manager
3200 Crater Lake Avenue
Medford, Oregon 97504-9075
Office: (541) 608-2401
lspencer@rvtd.org

Julie Brown
EEO Civil Rights & Compliance Manager
3200 Crater Lake Avenue
Medford, Oregon 97504-9075
Office: (541) 608-2413
jbrown@rvtd.org

Table of Contents

Section 1. EEO Policy Statement

Section 2. Dissemination

Section 3. Designation of Personnel Responsibility

Section 4. Utilization Analysis

Section 5. Goals and Timetables

Section 6. Assessment of Employment Practices

Recruitment and Selection Process

Seniority Practices and Provision

Procedures and Practices Regarding Wages, Salary Levels

Disciplinary Procedures: Discharge and Termination

Accessibility of Employment Opportunities to Minorities and Women

Section 7. RVTB EEO Monitoring and Reporting System

Section 8. RVTB EEO/Title VI and VII Complaint Process.

APPENDIX A – Description of Job Categories and Organizational Chart

APPENDIX B – EEO Job Categories at RVTB

APPENDIX C – RVTB Discipline Policy and Procedures

APPENDIX D – Employee Payroll Tables

APPENDIX E – RVTB Board of Directors Acknowledgement of EEO Policy and Plan

ROGUE VALLEY TRANSPORTATION DISTRICT

EQUAL EMPLOYMENT OPPORTUNITY PROGRAM PLAN COMPONENTS

Overview

The Rogue Valley Transportation District (RVTD) is an Oregon special district formed in May 1975 under ORS 267.510 to 267.650.

In May 2019 RVTD exceeded the reporting threshold employing 100 or more transit-related employees and is also a direct grant recipient of federal 5307 operating funds and as such is required by the Federal Transit Administration (FTA) to submit a full formal EEO Program to FTA every four years as outlined in the U.S. Department of Transportation Federal Transit Administration Circular 4704.1A, Rev. 1, dated April 20, 2017 (Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients).

RVTD Statement of EEO Policy

RVTD provides equal opportunity to all qualified employees and applicants for employment and does not discriminate on any basis prohibited by law, including race, color, religion, national origin, sex (including gender identity, sexual orientation, and pregnancy), age, genetic information, disability, veteran status, or other protected class. Therefore, it is the policy of RVTD not to tolerate illegal discrimination. Employment decisions for RVTD are based only on job-related criteria and the ability to perform the essential functions of the job. All personnel actions or programs that affect qualified individuals, such as employment, upgrading, demotion or transfer, recruitment, advertising, termination, rate of pay, other forms of compensation and selection for training, are made in a manner that does not illegally discriminate against individuals.



EQUAL EMPLOYMENT OPPORTUNITY

Contact: Luanne Spencer, EEO Program Manager
Phone: (541) 608-2401 Email: lspencer@rvtd.org

Section 1. EEO Policy Statement

The Rogue Valley Transportation District (RVTD) is firmly committed to the principles and spirit of Equal Employment Opportunity (EEO) for all employees and employment applicants. It is a fundamental policy of RVTD to comply with all federal laws that prohibit employment discrimination on the basis of race, color, religion, national origin, sex (including gender identity, sexual orientation, and pregnancy), age, genetic information, disability, veteran status, retaliation or any other protected class. In addition, Rogue Valley Transportation District will make reasonable accommodations for employees and applicants with disabilities or to practice or observe their religion if it can do so without undue hardship.

RVTD's EEO program is designed to comply with all applicable federal, state and local EEO laws, directives and regulations and covers all human resource actions including, but not limited to: recruitment and recruitment advertising, job assignments, promotions, terminations, transfers, demotions, layoffs, rates of pay and other forms of compensation, benefits, treatment of employees, and other terms and conditions of employment as set forth under the requirements of FTA Circular 4704.1A.

To further assure that appropriate program measures are implemented and monitored to assure Rogue Valley Transportation District's commitment to its EEO program, the Administration Manager has been designated as the EEO Program Manager and is responsible to assure that equal employment opportunities and practices affecting all conditions of employment are maintained throughout the organization and coordinating the investigation of EEO complaints. Employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor, the EEO Program Manager or the General Manager, who also serves as RVTD's Civil Rights & Compliance Manager.

Moreover, for effective administration and implementation of the RVTD's Equal Employment Opportunity Program, there must be involvement, commitment and support of executives, managers and supervisors. Managers and supervisory personnel share in the responsibility for the implementation of RVTD's EEO program and will be held accountable for their actions or inaction in this area and will be evaluated in carrying out these responsibilities. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

RVTD's EEO Program is available for inspection by any employee, applicant for employment or member of the public, upon request, between 8:00 a.m. and 5:00 p.m., at 3200 Crater Lake Avenue, Medford, Oregon or by calling (541) 779-5821.

RVTD will update and reaffirm this EEO program's policies and procedures as needed.


Julie A. Brown, General Manager/
Civil Rights & Compliance Manager


Date

Section 2 - Dissemination

1. Internal.

- (a) The EEO Program Manager will send out written EEO-related communications to both the employees and managers.
- (b) The EEO Program Manager shall create and maintain the EEO Policies. This section includes references to the current EEO Policy and the right of employees and applicants to file grievances based on alleged discrimination.
- (c) The EEO Program Manager will initiate and arrange semi-annual meetings and program managers to discuss the implementation of the EEO Program.
- (d) Included are non-discrimination clauses in all contractual provisions and agreements.
- (e) All non-supervisory staff is informed of the EEO Policy by posters which are posted in the employee break room areas.
- (f) The RVTB Administration office provides on-going training sessions for all employees and managers, which includes seeking input on the program implementation.
- (g) All new-hire employees are required to attend an orientation program at which the EEO policy is reviewed. The review includes the Equal Opportunity and Non-Discrimination section of the Employee Manual.
- (h) RVTB will conduct EEO training for all new supervisors and managers within 90 days of their appointment.

2. External.

- (a) As needed, RVTB will notify all subcontractors, vendors, and suppliers of our EEO policy and project goals, requiring supportive action on their part.
- (b) RVTB will notify all recruitment sources, employment agencies, and labor unions of our EEO program objectives by actively recruiting women, minorities and people with disabilities.
- (c) RVTB will include the statement "Equal Opportunity Employer" on advertisements recruiting employees, on employment applications, and on our company's website, if there is a job posting.

Section 3 - Designation of Personnel Responsibility

The RVTB Administration Manager administers the Equal Employment Opportunity Program. Among other work responsibilities, the RVTB Administration Manager implements policies that will ensure equal employment opportunities in the hiring and promotion process and in recommending changes in the employment process to the RVTB General Manager and the RVTB Board of Directors.

The RVTD Administration Manager, functioning as the EEO Program Manager, oversees the compliance of the RVTD EEO Program and reports directly to the RVTD General Manager (Civil Rights and Compliance Manager). In addition, the EEO policy prohibits employees and applicants from being subject to harassment, intimidation, threats, coercion, or discrimination because they have engaged in, or may have engaged in EEO related activities such as filing a complaint, assisting or participating in an investigation, compliance review or hearing. The Administration Manager has the overall responsibility for implementing the EEO Policy and FTA Circular 4704.1A. The RVTD General Manager and the RVTD Board of Directors has given the RVTD Administration Manager the primary management responsibility for ensuring that the RVTD is in full compliance with equal employment opportunity mandates and goals in accordance with FTA Circular 4704.1A.

EEO Program Manager Responsibilities

The EEO Program Manager's responsibilities include, but are not limited to, the following:

- Developing the EEO Policy Statement, a written EEO Program and internal and external communication procedures.
- Assisting management in collecting and analyzing employment data, identifying problem areas, setting goals and timetables, and developing a program to achieve goals.
- Assisting management in arriving at effective solutions to EEO problems.
- Implementing internal audit and reporting system that measures the effectiveness of the EEO Program, determines the degree to which EEO Program goals and objectives are met and identifies the need for remedial action.
- Concurring in the hiring and promotion process.
- Keeping the RVTD General Manager informed of equal opportunity progress and reporting potential problem areas within the company at least semi-annually.
- Periodically review employment practice policies, complaint policies, reasonable accommodation policies, performance evaluations, grievance procedures, and union agreements.
- Auditing the contents of the District's bulletin boards to ensure EEO compliance information is posted and up-to-date.
- Serving as liaison between federal, state, county and local governments; regulatory agencies; and community groups representing minorities, women, persons with disabilities and others.
- Maintaining awareness of current EEO laws and regulations and ensure the laws and regulations affecting nondiscrimination are disseminated to responsible officials.
- Investigating complaints of EEO discrimination.
- Provide EEO training for employees and managers.
- Assisting with advising employees and applicants of available training programs and professional development opportunities and the entrance requirements.

Responsibility of Managers and Supervisors

It is the responsibility of all managerial and supervisory staff to implement RVTD's EEO Program. These responsibilities include, but are not limited to, the following:

- Participating actively in periodic audits of all aspects of employment to identify and remove barriers obstructing the achievement of specified goals and objectives.
- Holding regular discussions with other managers, supervisors, employees, and affinity groups to ensure agency policies and procedures are being followed.
- In conjunction with the EEO Program Manager, maintaining and updating the personnel database for generating reports required for the nondiscrimination program.
- Cooperating with the EEO Program Manager in review of information and investigation of complaints.
- Encouraging employee participation to support the advancement of the EEO Program (i.e. professional development, career growth opportunities, posting promotional opportunities, shadowing, mentoring).

Section 4 - Utilization Analysis

As part of the EEO Program, Rogue Valley Transportation District will complete a utilization analysis. The utilization analysis identifies job categories that have an underutilization or concentration of minorities and women in relation to their availability in the relevant labor market. The analysis also helps establish the framework for goals and timetables to correct employment practices that contributed to any identified underutilization or concentration.

EEO-1 Job Group #	EEO-1 Job Group Description	Number of RVTD Employees
1.1	Exec/Senior Level Officials and Manager	1
1.2	First/Mid-Level Officials and Managers	12
2	Professionals	6
3	Technicians	0
4	Sales Workers	0
5	Administrative Support Workers	19
6	Craft Workers	1
7	Operatives	61
8	Laborers and Helpers	4
9	Service workers	6
	TOTAL	110

Definitions of categories found in Appendix A

Section 5 – Goals and Timetables

Rogue Valley Transportation District's Equal Employment Opportunity Program has been established to ensure a diverse workforce. As of May 2019, RVTG employed a total of 110 employees. Of the 110 employees, 44 are females which is 40% of the workforce. Of the 110 employees that opted to self-identify ethnic origin, 17 identified as a minority, which is 15% of the workforce.

Rogue Valley Transportation District currently employs workers in eight of the nine EEO-1 job categories. Due to the underutilization of females in Job Groups 2 and 8 and an underutilization of minorities in Job Groups 7 and 8, RVTG has set the following goals:

Goal 1: RVTG's goal is to increase the number of females employed in the Job Group 2 workforce from 16% to 20% and the workforce in Job Group 7 from 31% to 40%. Job Group 2, Professionals, includes positions such as Associate Planner and Planning Technicians, TDM Planner and Travel Trainers and Job Group 7, Operatives, includes Coach Operators. Due to a low turnover rate in Job Group 2, a long-term goal of 2021 was set. Job Group 5 is one of only two job groups likely to be hired during a service lift. RVTG has service lifts planned in late 2019, early 2020; therefore, a 2020 goal has been set for Job Group 7.

Goal 2: RVTG's goal is to increase the number of minorities employed in the Job Group 5 workforce, Administrative Support Workers, currently at 26% to 30% and increase the number of minorities employed in the Job Group 7 workforce, Operatives, currently at 13% to 20%. Job Group 7 is one of only two job groups likely to be hired during a service lift. A long-term goal of 2021 has been set for Job Group 5 and a goal of 2020 has been set for Job Group 7.

The following are examples of efforts that are currently used or are being considered to be used to help achieve the utilization goals for positions at RVTG:

- Focus on recruitment efforts for women and minorities in underutilized positions.
- Maintain a Diversity Distribution List (minority and women organizations).
- Advertise in a variety of media targeting female and minority populations, if available, with an emphasis on under-represented positions.
- Participate in local career and diversity fairs and target community events that represent affected group populations.
- Conduct job analyses to determine the requisite knowledge, skills, abilities and other attributes needed for recruited positions.
- Provide training and reviews to ensure job announcements, descriptions, interviews and selection criteria are job-related and unbiased. Review screening processes in detail to identify any testing or interviewing barriers.

Section 6 - Assessment of Employment Practices

1. Recruitment and Employment Selection Procedures

RVTD recruitment methods are focused upon drawing candidates from the largest available sources of candidates possible. Job listings outside of the agency can be posted with a variety of sources including craigslist.com, Indeed.com, RVTD's website, the Medford Mail Tribune (local newspaper of general circulation), Oregon Employment Department and on the Special Districts Association of Oregon and Oregon Transit Association websites. Included in every job announcement is the statement that RVTD is an "Equal Opportunity Employer."

2. Hiring and Promotion Practices and Provisions

Open positions are posted internally for all RVTD employees to see and apply for. Represented positions, as defined in the Union Collective Bargaining Agreement, shall be filled using seniority practices as described with the Union Agreement. (See Appendix C for excerpt from Union Collective Bargaining Agreement on Seniority). Any interested candidate, who applies for a non-represented position, if qualified, is interviewed and provided the same opportunity to prove their capabilities of being the best candidate for the open position.

RVTD's promotion and career advancement practices are described in the guidelines of the employee handbook stating that RVTD will not discriminate on the basis of race, color, religion, national origin, sex (including gender identity, sexual orientation, and pregnancy), age, genetic information, disability, veteran status or other protected class. (See Appendix B for further details into RVTD's employment practices.)

3. Procedures and Practices Regarding Wages and Salary Levels

Information regarding the distribution of wages and salary levels is described in the Non-Union and Union Payroll Tables available to all RVTD employees (see Appendix D for payroll tables).

4. Disciplinary Procedures

The RVTD disciplinary process and procedures are outlined in Section 4.05 of RVTD's Employee Manual associated with employee discipline, termination and rules of conduct expected from all employee in the workplace setting. (See

Appendix C for further RVTD disciplinary policies and procedures.) RVTD will not unlawfully discriminate in disciplinary or termination decisions.

5. Accessibility of Employment Opportunities to Minorities and Women

RVTD is an Equal Employment Opportunity employer. Job listings outside of the agency can be posted with a variety of sources including craigslist.com, RVTD's website, Indeed.com, Oregon Employment Department, on the Special Districts Association of Oregon and Oregon Transit Association websites and in the local newspaper of general circulation.

6. Statistical Impact of Employment Practices on Minorities and Women.

Information is not available at this time.

Section 7 - RVTD EEO Monitoring and Reporting Systems

The RVTD has developed an internal and workable monitoring and reporting system which measures the effectiveness of its EEO Policies in accordance with FTA Circular 4704.1A.

1. Semiannual updates on RVTD's EEO progress and will be provided to the General Manager by the EEO Program Manager. These updates will evaluate RVTD's progress and monitoring results from hiring and promotion practices, along with reviewing the status of any EEO complaints, if applicable. RVTD views the activities that are listed below as critical to the success of Equal Employment Opportunities Programs within the RVTD organization.
 - RVTD department heads, managers and supervisors are responsible for providing the EEO Program Manager with information and/or statistical data regarding records of applicants' flow, referrals, placements, rejected offers, training, transfers, promotions, terminations and any layoffs or recalls ensuring that RVTD's non-discriminatory policy is carried out. RVTD's EEO Policies and Procedures will be reviewed and revised in accordance with FTA Circular 4704.1A.
 - The EEO Program Manager will meet with the General Manager to review union contracts during the union negotiation period to ensure there is not a disparate impact on the EEO Program resulting from union negotiations.
 - The EEO Program Manager will meet periodically throughout the year with the General Manager and other hiring officials to review RVTD's employment practices and policies, current EEO Program goals and identified barriers restricting program goal achievement, dissemination actions taken throughout the year and to evaluate RVTD's progress related to the EEO Program.
 - The EEO Program Manager and management staff will inform each other of any EEO-related problems that arise in their respective areas so that immediate and appropriate steps can be taken to resolve any issues. Any and all EEO-related

issues should be documented and submitted to the EEO Program Manager for monitoring, progress tracking, and reporting to management.

- RVTD recognizes its responsibility for the Equal Employment Opportunity Program and is committed to fulfilling this responsibility by complying with all government regulations and laws. RVTD management will be kept abreast of developments and changes in the EEO program through periodic EEO trainings which will occur at least semiannually.
 - The EEO Program Manager will generate internal reports for the RVTD General Manager and management staff to evaluate the degree to which RVTD's EEO Program objectives are being met.
 - Progress and compliance pertaining to the action will be communicated to the RVTD employees during a regular all-employee meeting held annually or semiannually as appropriate.
 - The RVTD EEO Program will be updated every three years or as needed in accordance with FTA Circular 4704.1A.
2. Monitoring of Sub Contractor. RVTD will require any sub-contractor engaged in performing services under the transportation programs to prepare and share with RVTD their prospective EEO Policy and Program. The sub-contractor's EEO policy and program should be designed to be effective for approximately the same period as the RVTD EEO Program and needs to be updated every four years or as needed in accordance with FTA Circular 4701.1A. Thus, at the time that RVTD revised its own EEO Program, it will require similar updates from its subcontractors.
- The separate sub-contractor EEO plan will be retained for FTA review.



EQUAL EMPLOYMENT OPPORTUNITY

Section 8 - RVTD EEO Title VI, VII Complaint Process

It is the policy of RVTD to protect each individual's civil rights. RVTD is committed to equal opportunity and equity. Therefore, RVTD complies with the provisions of Title VI and VII of the Civil Rights Act of 1964. These mandates state that no person, on the grounds of race, color, religion, national origin, sex (including gender identity, sexual orientation and pregnancy), age, genetic information, disability, veteran status, or other protected class, may be excluded from, be denied the benefits of, or be subjected to discrimination.

RVTD is committed to enforcing civil rights provisions and protecting the rights and opportunities of all persons, employees and others associated with the RVTD agency or affected by its programs. Therefore, RVTD will take positive and realistic action to ensure that all persons and/or firms wishing to participate in RVTD's programs are given an equal and equitable chance to participate and/or receive benefits at each phase of programming.

Any person(s) or firm(s) who feel that they have been discriminated against based on race, color, religion, national origin, sex (including gender identity, sexual orientation, and pregnancy), age, genetic information, disability, veteran status, or other protected class, is encouraged to report such violations to the General Manager who serves as RVTD's Civil Rights & Compliance Manager.

Individuals who are having Title VII grievance may first speak to their supervisor on an informal basis to receive information or advisement in relation to their specific situation without filing a formal grievance.

If the complaining individual does not feel that their concerns have been resolved at the supervisor level, then they may file a formal written discrimination complaint with the Civil Rights & Compliance Manager within sixty (60) days from the date of the last alleged discrimination act. The complainant is required to provide sufficient information to substantiate discriminatory allegations. Individuals may withdraw a formal grievance and decide to seek mediation or an informal resolution at any point in the process. Contact information for the RVTD Civil Rights & Compliance Manager is as follows:

Julie Brown, RVTD Civil Rights & Compliance Manager
3200 Crater Lake Avenue
Medford, OR 97504-9075
Phone: (541) 608-2413

All managers, employees, vendors and contractors connected with RVTD are required:

- To fully cooperate in the investigation process;
- Not to withhold any information (written, emailed, or oral) connected to any investigation;
- To make themselves available for questioning within five (5) working days of a request for a meeting from the EEO Program Manager or the Civil Rights & Compliance Manager; and
- To provide truthful statements to the internal investigator.

The charge Party will be issued a letter of findings and recommendation within thirty (30) working days after the filing of the complaint.

Prohibition Against Retaliation in Relation

Complaints, other employees, management, participants, and witnesses are protected against any form of organizational, administrative or management retaliation due to / or in RVTD based on participation in a complaint, inquiry, mediation and/or other investigation. No one may fire, demote, harass or otherwise “retaliate” against an individual for filing a discrimination charge.

If individuals believe they are being subjected to retaliation, the EEO Program Manager should be notified in writing by the alleged victim of retaliation within 10 working days of the date of the alleged retaliatory act. The written allegation must outline the details of the specific acts that the individual believes are being done in retaliation.

The RVTD EEO Complaint Process.

Employees or job applicants may consult with the EEO Program Manager on an informal basis to receive information and consultation in relation to specific situations without filing a formal EEO complaint or grievance. In addition, they may withdraw a formal EEO complaint and seek mediation or an informal resolution at any point in the process.

Formal complaints must be filed in writing and signed by the citizens. Complainants may request to have a formal complaint issued orally and transcribed into written format by the EEO Program Manager. An oral complaint must be transcribed into written format, signed and then submitted by the complaining Party. The complainant is responsible for ensuring that their oral complaint is completed, signed, and submitted to the EEO Program Manager within 10 days after filing the oral complaint. Once a

complainant files a written complaint, a letter is necessary to effectuate the withdrawal of an internal EEO complaint.

The RVTD EEO Program Manager reserves the right to conduct an investigation of any and all complaints; formal/informal; written/oral; and pending/withdrawn. The RVTD EEO Program Manager also reserves the right to conduct or continue an investigation even in situations where the complaint is withdrawn.

EEO Program Manager Contact Information:

Luanne Spencer, Administration Manager
3200 Crater Lake Ave.
Medford, OR 97504
(541) 608-2401
lspencer@rvtd.org

**EEO Complaint / Intake Form**

Complaint: _____ Charged Party: _____

Please complete this form in its entirety. This will assist the Civil Rights & Compliance Manager in better understanding and handling your complaint. You will be referred to as the complainant, throughout the process.

COMPLAINANT INFORMATION

Last, First Name: _____

Street Address: _____ City: _____ State: _____ Zip: _____

Home Phone #: _____ Work # _____ Cell # _____

Email Address: _____

Job Title: _____ Department: _____

Time in Department: _____ Years _____ Months Years of Employment: _____ Years _____ Months

Immediate Supervisor: _____ Phone #: _____

Department Manager: _____ Phone #: _____

Check all categories that apply to your complaint.

____ Age ____ Color ____ Disability ____ Gender/Sexual Harassment

____ National Origin ____ Race/Ethnicity ____ Religion ____ Retaliation

____ Veteran Status ____ Other

____ Check if additional pages are attached

1. Who is your complaint against?

2. Date(s) alleged discrimination occurred.

3. Explain the circumstances surrounding your complaint.

4. Do you have any direct evidence to support your complaint, i.e. memos, recorded conversations, performance evaluations, etc.? If so, please explain.

5. In your work environment, has there been a pattern or practice that has occurred similar to the complaint you are filing? If so, please explain.

6. Was there a reason given for the alleged action taken against you? For example, organizational restructuring, reduction in budget, etc. If so, please explain.

7. Have you discussed your concerns with management?

List person(s) who may have information related to your complaint:

Name	Job Title	Contact	Relationship to you

What resolution would you like to occur?

- ☐ Mediation
 ☐ Department Training Session
 ☐ Formal Grievance
☐ Management Meeting with the Civil Rights & Compliance Manager
☐ No Further Action
☐ Other

By signing below, you certify that the information you provided on this form is true and accurate.

Signature: _____ Date: _____

EEO Appointment Date: _____ Time: _____ am _____ pm _____

APPENDIX A–1

Description of Job Categories and Organizational Chart

1.1 – Executive/Senior Level Officials and Managers. This category is reserved for the highest level within the organization. This level includes individuals who plan, direct, and formulate policies, they set the strategy, and they provide information to be approved by the board of directors. Some examples are the chief executive officer or the chief operating officer.

1.2 – First/Mid-Level Officials and Managers. Individuals in this category take direction from those in the 1.1 EEO job category. The 1.2 EEO job category includes managers at the group, regional, or divisional level of the organization. Examples might include vice presidents, operations managers, or group directors.

2 – Professionals. Jobs in this category typically (but not always) require professional degrees or certifications. This category includes roles like engineers, accountants, teachers, pilots, programmers, lawyers, programmers, and doctors.

5 – Administrative Support Workers. These jobs are typically found in office settings and include roles such as secretaries, paralegals, switchboard operators, payroll and timekeeping clerks, file clerks, dispatchers, and other general office clerks.

6 – Craft Workers. Individuals in this category typically will have a specific skill set that makes them qualified for a particular subset of jobs. For example: carpenters, brick and stone masons, plumbers, painters, auto mechanics, and roofers, just to name a few. The distinction here is that a craft worker will have a specific skill to set them apart. This can be difficult to distinguish from the next category, which generally includes what can be termed “semi-skilled” workers.

7 – Operatives. This group includes jobs that require minimal (a few months, maximum) training. They can be termed as semi-skilled or intermediate-skilled because the training is less specific, but there is still a specific job title involved. Examples include butchers, forklift drivers, bus drivers, bakers, poultry processing workers, etc.

8 – Laborers and Helpers. Roles in this category generally don’t require anything more than brief training, and the individuals who perform them are not expected to exercise independent judgment. Some examples might include helpers, assistants, attendants, and freight movers.

9 – Service Workers. It is important to note that just because this is the last job category does not indicate that it is considered to be the lowest, and certainly not lowest paid. This category includes those in the service sector, such as cooks, bartenders, firefighters, hairdressers, janitors, police, detectives, criminal investigators, and medical assistants.

APPENDIX A-2

Organizational Profile

Executive Senior Level Officials and Managers
First/Mid-Level Officials and Managers
Professionals
Administrative Support Workers

Craft Workers
Operatives
Laborers and Helpers
Service Workers

Board of Directors

General Manager

Contracted Service Providers

Legal Counsel

Administration Department

Administration Manager
Finance Manager
Accounting Specialist (2)
Accounting Clerk
Technology Services Manager
Technology Services Administrator

Support Services Department

Planning & Strategic Programs Manager
Associate Planner
Planning Technician
TDM Planner
Travel Trainer
Veterans Travel Trainer Assistant

Alternative Transportation Department

Alternative Transportation/TransLink Manager

Valley Lift Department

Paratransit Coordinator
Customer Service Representative

TransLink Program

TransLink Operations Manager
Accounting Specialist
Customer Service-Call Center Lead
Customer Service Representatives (5)
Scheduler (3)

Operations Department

Operations Manager

Bus Services Department

Transportation Manager
Field Supervisor (2)
District Training Supervisor
Customer Service/Dispatcher (3)
Coach Operator-Full Time (50)
Coach Operator-Part Time (11)

Maintenance Department

Fleet Maintenance Supervisor
Mechanic (4)
Maintenance Procurement Specialist
Vehicle Custodian
Vehicle Fueler (2)
General Services Technician (2)
Facilities Maintenance Specialist
Passenger Amenities Technician

APPENDIX B-1

JOB TITLES	JOB GROUP NAME	EEO-1 CATEGORY
General Manager	1.1	Executive/Senior Level Officials and Managers
Operations Manager	1.2	First/Mid-Level Officials and Managers
Planning & Strategic Programs Manager		
Finance Manager		
Administration Manager/Executive Assistant		
Transportation Manager		
Field Supervisor (2)		
District Training Supervisor		
Technology Services Manager		
Technology Services Administrator		
TransLink Manager		
TransLink Operations Manager		
Associate Planner	2	Professionals
Planning Technician		
TDM Planner		
Travel Trainer		
Veterans Travel Trainer Assistant		
Fleet Maintenance Supervisor		
Accounting Clerk	5	Administrative Support Workers
Accounting Specialist (3)		
Maintenance Procurement Specialist		
Paratransit Coordinator		
Customer Service-Call Center Lead		
Customer Service Representatives (5)		
Schedulers (3)		
Quality Assurance Clerk		
Customer Service/Dispatch Agents (3)		
Vehicle Custodian	6	Skilled Craft
Coach Operators (61)	7	Operatives
Vehicle Fuelers (2)	8	Laborers and Helpers
Facilities Maintenance Specialist		
Passenger Amenities Technician		
Lead Mechanics (2)	9	Service Workers
Mechanics (2)		
General Services Technician (2)		

APPENDIX B-2

Job Category	Rate of Pay	# of Employees	EEO-1 Category	TOTAL MALES	BLK	API	AIAN	HISP	TOTAL FEMALES	BLK	API	AIAN	HISP
EXECUTIVE/ SENIOR LEVEL OFFICIALS AND MANAGERS	\$129,875 (Contract)	1	01-1	0	0	0	0	0	1	0	1	0	0
FIRST/MID- LEVEL OFFICIALS AND MANAGERS	\$53,726 - \$111,716	12	01-2	7	0	0	0	1	5	0	0	0	0
PROFESSIONALS	\$38,126 - \$65,374	6	02	5	0	0	0	1	1	0	0	0	0
ADMINISTRATIVE SUPPORT WORKERS	\$32,052 - \$53,726	19	05	2	0	0	0	1	17	0	0	0	4
CRAFT WORKERS	\$40,081	1	06	0	0	0	0	0	1	0	0	0	0
OPERATIVES	\$45,240 - \$53,726	61	07	42	1	1	0	4	19	0	1	0	1
LABORERS AND HELPERS	\$36,358 - \$51,168	4	08	4	0	0	0	1	0	0	0	0	0
SERVICE WORKERS	\$48,692 - \$77,750	6	09	6	0	0	0	0	0	0	0	0	0
TOTALS		110		66	1	1	0	8	44	0	2	0	5

(17 employees in minority categories; 44 female employees)

BLK – Black/African American
 API – Asian/Pacific Islander
 AIAN – American Indian/Alaskan Native
 HISP - Hispanic

APPENDIX C

RVTD DISCIPLINE POLICIES AND PROCEDURES

(Excerpt from the Bargaining Unit Agreement)

ARTICLE 13 – GRIEVANCE PROCEDURE

13.1 General Manager Responsibility

The maintenance of discipline and efficiency is the province of the General Manager of the District. The General Manager shall at all times remain directly involved in grievance procedures except the procedures set forth in Step 1 below.

13.2 Process

When any dispute shall arise between the Employer and the Union and employees covered by this Agreement over the interpretation of, adherence to, or the application of the terms and conditions of this Agreement, the matter shall be handled in the following manner:

Step 1. The dispute shall be taken up between the employee and/or the Union and the employee's immediate supervisor as soon as possible but no later than ten (10) days from the date the employee knew or should have known of the alleged occurrence.

Step 2. If the grievance is not satisfactorily adjusted within five (5) days from the date the matter was first discussed with the employee's supervisor, the grievance shall be reduced to writing setting forth the specific facts giving rise to the grievance and the section of the Agreement alleged to have been violated. This document shall be dated and signed by the Union and the grievant and delivered to the General Manager, or his designated representative, within ten (10) days from the date the matter was first discussed with the employee's supervisor. The General Manager or his designated representative and the Union representative shall attempt to settle the dispute. Grievances of the Employer may be initiated at this step.

Step 3. If the grievance is not satisfactorily adjusted within ten (10) days from the delivery of the written grievance document to the General Manager, the employee and the Union may petition the Employment Relations Board in writing to initiate binding arbitration within ten (10) days after receipt by the employee and/or his designated representative of the response of the General Manager in the second step of the grievance procedure. Following notification by the Employment Relations Board that arbitration is to be initiated, the employee and the Union and the District may select their own arbitrator. If the parties to the grievance do not select their own arbitrator within five (5) days, the Employment Relations Board shall submit to the parties a list of five qualified disinterested persons. Each party shall alternately strike two names from the list. The order of striking shall be determined by lot. The remaining individual shall be designated the "arbitrator".

If the parties have not designated the arbitrator and notified the Employment Relations Board of their choice within five (5) working days after receipt of the list, the Employment Relations Board shall appoint the arbitrator from the list. However, if one of the parties strikes the names as hereinabove provided and the other party fails to do so, the Board shall appoint the arbitrator only from the names remaining on the list.

All hearings in arbitration will be at the office of the Rogue Valley Transportation District or at such other location agreed to between the parties. The arbitrator shall establish dates for said hearings. Upon the request

of either party or the arbitrator, the Employment Relations Board shall issue subpoenas. The arbitrator shall administer oaths and shall afford all parties full opportunity to examine and cross-examine all witnesses and to present any evidence pertinent to the dispute.

No issue whatsoever shall be arbitrated or subject to arbitration unless such issue results from an action or occurrence which takes place following the execution of this Agreement, and no arbitration determination or award shall be made by any arbitrator which grants any right or relief for any period of time whatsoever prior to the execution of this Agreement.

Not more than 30 days after the conclusion of the hearings or such other additional periods to which the parties may agree, the arbitrator shall make written findings of fact and promulgate the written opinion and order upon the issues presented to him and upon the record made before him and shall serve such findings, opinion and orders upon the parties and upon the Employment Relations Board.

The cost of arbitration shall be borne equally by the parties involved in the dispute.

13.3 Time Limits

All parties subject to these procedures shall be bound by the time limits contained herein. If either party fails to follow such limits, the following shall result:

- a. If the grievant or the Union fails to respond in a timely fashion, the grievance may be carried forward, but shall not be subject to arbitration.
- b. If the District, at any step, fails to respond in a timely fashion, the grievance shall proceed to the next step.

ARTICLE 14 – DISCIPLINE

14.1 Cause

The tenure of employees of the District covered by this Agreement is determined upon good behavior and such employees may be dismissed, suspended without pay or placed on probationary status for the following causes:

- a. Reporting for work under the influence of alcohol, or controlled substances; consuming alcohol or using illegal drugs or controlled substances while on duty; possession, sale or transporting of alcohol or controlled substances while on duty.
- b. Mishandling of District cash revenue.
- c. Gross insubordination.
- d. Deliberate destruction or removal of District's or another employee's property.
- e. Posing an immediate or potential danger to public safety or the health and/or safety of other employees.
- f. Falsification of records
- g. Tardiness five times in any six months.
- h. Dishonesty.

Whenever the District suspends, discharges or places on probationary status an employee under the terms of this paragraph, the Union will be notified within 24 hours.

The District shall not discharge, suspend or place on probationary status any regular employee without just cause, but in respect to discharge, suspension or the placement on probationary status, for reasons other than those enumerated above or elsewhere in the Agreement, shall give at least one written warning notice of the complaint against such employee to the employee and furnish a copy of the same to the Union. Warning notices will not be effective for a period of longer than one (1) year from the date the warning is given.

No derogatory material shall be placed into an employee's file without written notice to the employee and the employee shall be required to sign such material. All derogatory material may be removed from an employee's file one year after being placed therein.

14.2 Layoff

Employees in the bargaining unit may be furloughed or laid off by reason of reduction of permanent staff resulting from the District's inability to levy a tax sufficient to provide funds to continue its operation at its anticipated level or the level of service has been reduced by administrative decision.

14.3 Hearing

The employee shall have the right to a hearing before the General Manager regarding the discharge, suspension or placement on probationary status if he or she requests the same within five days after notification of the discharge, suspension or placement on probationary status. Within 15 days of the decision of the General Manager, the employee shall be entitled to pursue grievance commencing with Step 3. The last sustenance does not apply to probationary employees

14.4 Probationary Employees

New hire probationary employees, during their probationary period, may be discharged or suspended at the discretion of the Employer, without recourse through the grievance and arbitration procedure of the Agreement. Such probationary employees shall have the right to a hearing under 14.3 of this Article.

14.5 Probationary Status

As part of the disciplinary procedure, an employee may be placed on probationary status, provided, however, that an employee may be placed on probationary status only with concurrence of the Employer and the Union and the Employer and the Union must work out and agree upon the length of said probationary period and the conditions of the probationary status.

14.6 Applying Discipline

Penalties for violation of rules of discipline shall commence within fourteen (14) days from the time of said violation. When it is necessary for Management to investigate the facts, the penalties shall commence within fourteen (14) days from the time of completion of the investigation.

14.7 Maintaining Valid License

In the event an operator is unable to maintain a valid license to operate a bus, or becomes uninsurable, or can only be insured by the District at an excessive cost, the District and the Union will immediately meet and confer to attempt to arrive at a mutually agreed disposition of the matter.

ARTICLE 15 – SENIORITY

15.1 Definition

Service seniority shall commence with the date of employment.

Position seniority shall commence with the date of the last change in full time/part time status.

15.2 Application

Service seniority shall be observed with regard to all layoffs, rehiring, vacation and floating holiday selection by full time/part time employees.

Position seniority shall be observed with regards to bidding for runs based on the date of full time/part time status.

15.3 Loss of Seniority

The following special conditions apply with regard to application of “continuous service” interpretation for seniority purposes:

- a. Continuity of service shall be broken and seniority and employment shall terminate:
 - 1) By discharge
 - 2) By resignation.
 - 3) By failure to return to work from layoff within ten days after notification by registered letter to the employee’s last known address.
 - 4) By absence without leave for three (3) consecutive scheduled working days.
 - 5) Layoff or absence due to non-occupational injury/illness for a period of twelve months.
 - 6) Absence due to occupational injury or illness for a period of 36 months or more.
- b. Continuity of service shall not be broken and seniority shall not terminate:
 - 1) By authorized leave of absence
 - 2) By a leave of absence for mandatory service in the armed forces of the United States as provided by law.
 - 3) By absence due to authorized vacation.

- 4) By leave of absence to serve as an official of the Union or Association and AFL/CIO.
- 5) By promotion to a supervisory position with the District. The employee's seniority is frozen as of the date of promotion and does not accumulate during service in the supervisory position. A supervisor promoted out of the bargaining unit who is terminated by the District for any reason except lack of work or inability to perform adequately as a supervisor, is not eligible to return to the bargaining unit
- 6) Due to occupational injury or occupational illness contracted by the employee in the line of duty with the District which does not exceed 36 months.

15.4 Available Work

Employees who, by reason of long and faithful service for the District, have become unable to fill their usual positions shall be given consideration for any available work they are able to perform.

15.5 Transfer to Part Time

A full-time employee who voluntarily moves to part time status loses full time seniority and begins to accumulate seniority as a part time employee as of date of non-temporary transfer. The transferring employee will be moved to the bottom of the part time position seniority list for the purpose of bidding for shifts or runs.

((Excerpt from the RVTD Employee Manual))

HIRING, EMPLOYMENT & PAYROLL INFORMATION

1.01 EMPLOYEE RELATIONS

RVTD strives to insure that the working conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area, and in this industry.

Any employee who has concerns about working conditions, or compensation is strongly encouraged to voice these concerns openly and directly to his or her supervisor.

Experience has shown that when employees deal openly and directly with supervisory and managerial personnel, the work environment can be more productive, communications are clearer, and attitudes towards the job, the workplace, and other employees are more positive.

RVTD will make every effort to respond quickly and effectively to all employee concerns.

1.02 EQUAL EMPLOYMENT OPPORTUNITY POLICY AND PROGRAM

The Rogue Valley Transportation District is a committed Equal Employment Opportunity employer.

In order to provide equal employment and advancement opportunities to all individuals, RVTD bases employment decisions on the needs of the organization and the merit, qualifications, and abilities of its employees or prospective employees.

All RVTD decisions affecting employment practices, including recruitment, hiring, training, promotions, terminations, transfers, layoffs, compensation, benefits, and other terms and conditions of employment will be

made without regard to race, color, religion, national origin, sex, age, disability, sexual orientation, or any other characteristic protected by law.

Further, RVTB will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship to RVTB.

Managerial and supervisory personnel are responsible for making sure that this policy is followed in their respective work units. Managerial and supervisory employees are to carry out their equal opportunity responsibilities in the same manner as they carry out any other high-priority management goal or objective.

Any employee found to be engaging in any type of unlawful discrimination and/or harassment will be subject to disciplinary action, up to and including immediate termination of employment.

Any employees or applicants for employment who have questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor, or to the Office of the General Manager. Employees can raise concerns and make reports without fear of reprisal.

RVTB's General Manager serves as its Civil Rights & Compliance Manager and is responsible for ensuring that equal employment opportunities and practices affecting all conditions of employment are maintained throughout the organization, and for investigating equally limited opportunity complaints.

Any employee or applicant for employment who believes RVTB's Equal Employment Opportunity Policy has been violated may file an Equal Employment Opportunity Complaint with the Civil Rights & Compliance Manager within 365 calendar days of the alleged act or upon knowledge of the occurrence. The complaint should be a written statement alleging discrimination on the basis of race, color, religion, national origin, sex, age, disability, sexual orientation, or any other characteristic protected by law. An investigation will follow.

Upon completion of the investigation, the Civil Rights & Compliance Manager will present the findings and recommendations for solution to RVTB's Counsel. The complainant shall be notified in writing of the determination.

If the complainant does not concur with the determination, he/she shall be informed of his/her right to file a complaint with the appropriate state and/or federal agency.

RVTB's Equal Employment Policy and Program and Prohibited Discrimination/Harassment Complaint Procedure is attached hereto as Appendix A and incorporated as part of the manual as if fully set forth in this section.

1.03 EMPLOYMENT CATEGORIES

Each employee is designated as either NONEXEMPT or EXEMPT, as follows:

- NONEXEMPT employees are entitled to overtime pay under the provisions of Federal and State laws.
- EXEMPT employees are excluded from provisions of Federal and State wage and hour laws.

In addition to the above, each employee will belong to one of the categories listed below. Except for employees under written contracts providing otherwise, all employees in the categories below are at-will employees.

- **REGULAR FULL-TIME** employees are those who are not in a temporary or probationary status, and who are regularly scheduled to work a full-time schedule of at least 32 hours per week. Regular full time employees are generally eligible for the RVTB benefit package, subject to the terms, conditions, and limitations of each benefit package.
- **REGULAR PART TIME** employees are those who are not assigned to a temporary or probationary status, and who are regularly scheduled to work less than 32 hours per week. Regular part time employees receive all legally mandated benefits (such as Social Security and Worker's Compensation) and are eligible for some RVTB benefits, subject to the terms, conditions, and limitations of each benefit program.
- **PART TIME** employees are those who are not assigned to a temporary or probationary status, and who do not have a regular schedule. They receive all legally mandated benefits (such as Social Security and Worker's Compensation) and, if they work at least 80 hours in a calendar month, may be eligible for some RVTB benefits, subject to the terms, conditions, and limitations of each benefit program.
- **PROBATIONARY** employees are those whose performance is being evaluated to determine if further employment in a specific position at RVTB is appropriate. Employees who satisfactorily complete the probationary period will be moved to a new employment classification.
- **TEMPORARY** employees are those who are hired as interim replacements, to temporarily supplement the work force, or to assist with a specific project. This is employment of limited duration. Temporary employees receive all legally mandated benefits (such as Social Security and Worker's Compensation) but are not eligible for any RVTB benefit programs.
- **CASUAL** employees are those who have established employment with RVTB, but only work on an intermittent or unpredictable basis. They receive all legally mandated benefits (such as Social Security and Worker's Compensation) but are not eligible for any RVTB benefit programs.

1.04 JOB POSTING

Whenever possible, RVTB offers employees the opportunity to indicate their interest in advancement by applying for open positions for which they may be qualified. In most instances, notices of all regular, full time job openings are posted, although RVTB reserves the right to post, or not to post a particular opening.

Job openings will be posted on the employee bulletin board, and normally will remain open for ten (10) days. Each job posting notice will include the dates of the posting period, job title, department, location, job summary, essential duties, and the skills and abilities required.

To be eligible to apply for a posted job, both part time and full-time employees must have performed competently for at least 180 calendar days in their current position. Employees who have a written warning on file or are on probation or suspension, are not eligible to apply for posted jobs. Eligible employees can only apply for those posted jobs for which they possess the required skills and qualifications.

To apply for an open position, an employee should submit a Job Posting Application listing all job-related skills and accomplishments and signed by his or her current supervisor to the Administration Office. It should also describe how the employee's current experience with RVTB, along with prior work experience/education qualifies them for the position.

RVTD recognizes the benefit of developmental experiences and encourages employees to talk with supervisory personnel about their career plans. Supervisors are encouraged to support employees' efforts to gain experience, and to advance within the organization.

An applicant's supervisor may be contacted to verify performance, skills, and attendance. Any staffing limitations, or other circumstances that might affect a prospective transfer, may also be discussed.

In the event RVTD is unsuccessful in filling a position from an in-house posting, it may use other recruiting sources to help fill the position.

1.09 DISABILITIES & ACCOMMODATIONS

RVTD is committed to complying fully with the Americans with Disabilities Act (ADA), and other applicable similar federal state and local laws, and to insuring equal opportunity in employment for qualified persons with ADA recognized disabilities. All RVTD employment practices and activities are conducted in a non-discriminatory manner. Further, RVTD is committed to not discriminating against any qualified employees/applicants because of their relation to or association with any person with a disability. Hiring procedures are intended to provide persons with disabilities meaningful employment opportunities. Upon request, job applications are available in alternative, accessible formats, as is assistance in completing the application. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position, as per Equal Employment Opportunities Commission (EEOC) guidelines.

Medical examinations are required for all positions at RVTD, and physical examinations are given to a person hoping to be hired for a position, but only after a conditional job offer has been tendered. Medical records will be kept separate and confidential.

Reasonable accommodation is available to all disabled employees and disabled employee applicants, unless such accommodation presents an undue hardship on RVTD. All employment decisions are based on individuals' ability and willingness to meet defined performance criteria.

In the event a reasonable accommodation is requested, the request will be evaluated by at least two staff employees, if available, the manager/supervisor of the Department in which the applicant/employee would work, and a representative of the Office of the General Manager. A written report will be made of the request and the findings.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation), as well as in job assignments, classifications, organizational structures, position descriptions, lines of progression, and seniority lists. Leaves of all types will be available to all employees on an equal basis.

1.10 IMMIGRATION LAW COMPLIANCE

RVTD employs only those persons who are United States citizens, or aliens who are legally authorized to work in the United States. RVTD does not unlawfully discriminate on the basis of citizenship or national origin.

To be in compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form (I-9 Form), and present documentation establishing identity and employment eligibility.

Employees with questions, or who are seeking more information on immigration law issues, are encouraged to contact the Administration Department.

1.11 PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify RVTB of any changes in personnel data. This includes personal mailing addresses, telephone numbers, number of and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishments and any other pertinent information that needs to be kept current. When any personnel data changes, the employee must contact the Administration Department within 14 days.

1.12 PROBATIONARY PERIOD

The probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance, and to determine whether the new position meets their expectations. RVTB uses this period to evaluate employee capabilities, work habits, and overall performance. Satisfactory completion of the probationary period does not guarantee that employment at RVTB will continue after that period. And RVTB employee is employed "at-will" both during and after the probationary period. The employer or the employee may terminate the employment relationship at any time, for any reason, with or without cause or notice.

All new employees work on a probationary basis for the first 6 months (180 calendar days) or 1,040 hours, whichever is longer, after their date of hire. Employees who are promoted or transferred within RVTB must also complete a probationary period of the same length with each reassignment to a new position. Any significant absence will automatically extend a probationary period by the length of the absence. If RVTB determines that the designated probationary period does not allow sufficient time to thoroughly evaluate the employee's performance, the probationary period may be extended for a specified period.

In cases of promotions or transfers within RVTB, an employee who, in the sole judgment of management, is not successful in the new position, can be removed from that position at any time during the secondary probationary period. If this occurs, the employee may be allowed to return to his or her former job, or to a comparable job for which the employee is qualified, depending on the availability of such positions and the needs of RVTB.

Upon satisfactory completion of the initial probationary period, employees enter the "regular" employment classification.

During the initial probationary period, new employees are eligible for those benefits that are required by law (such as Social Security and Worker's Compensation). After becoming regular employees, they may also be eligible for other RVTB provided benefits, subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirements.

Benefits eligibility and employment status are not changed during the secondary probationary period that is a result of promotion or transfer within RVTB.

1.13 REHIRE POLICY

It is the general policy of RVTB that any employee who has left the employment of the District will not be eligible for rehire by the District.

Exceptions to this policy will include:

- Any employee who has been formally separated from employment because of a layoff, and who is offered re-employment as part of a recall to work.

- Any employee who voluntarily left employment with the District (depending on circumstances of the departure and previous workplace history and record), may ask for a hearing before a panel of at least two (2) management/supervisory employees, or their designees, to request formal approval for reemployment with the District.

1.14 HIRING OF RELATIVES

To avoid potential conflicts and concerns or perceptions about favoritism, relatives of persons currently employed by RVTB may be hired only if qualified and only if they will not be working directly for or supervising a relative. Relatives of RVTB employees cannot be transferred into such a reporting relationship.

If a conflict, or the potential for conflict, arises between related employees, even though no supervisory relationship exists between them, one or more of the employees involved may have to be reassigned. RVTB is not required to create a new work location or assignment to resolve or prevent such a situation. If such conflict cannot be resolved, the employees involved may face termination of employment.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

1.15 PERFORMANCE EVALUATIONS

RVTB will conduct regular performance evaluations for all employees, using the evaluation form attached as Appendix C, which is made a part of this Employee Manual by inclusion.

The purpose of the Employee Performance Evaluation is to let employees know how well they are performing their duties and whether they have any performance problems, to provide recognition for commendable and exemplary work, and to seek solutions to problems.

The employee evaluation will be discussed with the employee's supervisor and will be signed by both the supervisor and the employee. A copy will be given to the employee, and a copy will be filed in the employee's personnel file, along with any comments the employee wishes to make concerning the evaluation.

Evaluations will be conducted as follows:

- Probationary Period - an evaluation will be conducted at the conclusion of the 6-month probationary period.
- Secondary Probationary Period - if the employee is promoted or transferred to a different position, he/she will be evaluated at the end of the 6-month secondary probationary period.
- Annual - a performance evaluation will be conducted once each year, coinciding with the anniversary of the date on which the employee assumed his/her current position.
- Follow-Up - if an evaluation includes a "Work Plan for Improvement," a follow-up review will be conducted at the time interval specified in the work plan.

Each department manager will be responsible for completing the evaluations, or delegating said evaluations to supervisory personnel, as appropriate, in his/her department. The Administration Manager, or his/her designee, will be responsible for insuring that all evaluations are completed in a timely manner, and are included in the appropriate personnel files.

See "Section 1.12 Probationary Period" for further information.

No performance evaluation, or the evaluation process, will conflict in any way with federal, state, or local laws, or with any Collective Bargaining Agreement currently in effect.

#####

APPENDIX D

EMPLOYEE PAYROLL TABLES

ARTICLE 4 – UNION WAGE RATES

4.1 Salary Schedule

Following is the wage schedule to be observed over the term of the Bargaining Unit Agreement for Coach Operators and Customer Service Dispatchers (CSD's):

Coach Operators							
Contract Period	Cola Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Contract Year
July 1, 2018 - June 30, 2019	2.75%	\$20.68	\$21.72	\$22.80	\$23.94	\$25.14	1
July 1, 2019 - June 30, 2020	2.75%	\$21.25	\$22.31	\$23.43	\$24.60	\$25.83	2
July 1, 2020 - June 30, 2021	2.75%	\$21.84	\$22.93	\$24.08	\$25.28	\$26.54	3
July 1, 2021 - June 30, 2022	2.75%	\$22.44	\$23.56	\$24.74	\$25.97	\$27.27	4
Customer Service Dispatchers (CSD)							
Contract Period	Cola Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Contract Year
July 1, 2018 - June 30, 2019	2.75%	\$18.40	\$19.32	\$20.29	\$21.30	\$22.37	1
July 1, 2019 - June 30, 2020	2.75%	\$18.91	\$19.85	\$20.84	\$21.89	\$22.98	2
July 1, 2020 - June 30, 2021	2.75%	\$19.43	\$20.40	\$21.42	\$22.49	\$23.61	3
July 1, 2021 - June 30, 2022	2.75%	\$19.96	\$20.96	\$22.01	\$23.11	\$24.26	4

Longevity Pay

Years of Service				
10	15	20	25	
\$ 0.25	\$ 0.50	\$ 0.75	\$ 1.00	

**Rogue Valley Transportation District Non-
Union Payroll Table Effective 7/01/2019**

2.75% Rate Increase		HOURLY RATES				
STEPS						
RANGE	POSITIONS	1	2	3	4	5
1a	Customer Service Rep-Entry level	\$15.41	\$16.18	\$16.99	\$17.84	\$18.73
1	Customer Service Rep Vehicle Custodian Veteran's Casual Position Vehicle Fueler	\$17.48	\$18.33	\$19.27	\$20.23	\$21.24
2	Administrative Assistant Scheduler	\$18.33	\$19.27	\$20.23	\$21.24	\$22.31
3	Accounting Clerk Administrative Assistant I Call Center - Lead Passenger Amenities Custodian Paratransit Coordinator Vehicle Fueler II Quality Assurance Clerk	\$19.27	\$20.23	\$21.24	\$22.31	\$23.41
4	Call Center Supervisor	\$20.23	\$21.24	\$22.31	\$23.41	\$24.60
5	Assoc. Travel Trainer Veteran's Travel Trainer	\$21.24	\$22.31	\$23.41	\$24.60	\$25.83
6	General Service Technician	\$22.31	\$23.41	\$24.60	\$25.83	\$27.11
7	Transportation Field Supervisor Accounting Specialist Travel Trainer Facilities Maintenance Worker Maintenance Procurement Specialist General Service Technician/Class	\$23.41	\$24.60	\$25.83	\$27.12	\$28.49
8	TransLink Assistant Manager	\$24.60	\$25.83	\$27.11	\$28.49	\$29.90
9	Administrative Specialist Contract Specialist	\$25.83	\$27.11	\$28.49	\$29.90	\$31.43
10	Accounting Specialist I TransLink Operations Manager District Training Supervisor Human Resources Specialist	\$27.11	\$28.49	\$29.90	\$31.43	\$32.98
11	IT Help Desk Technology Services Administrator Planning Technician TDM Planner	\$28.49	\$29.90	\$31.43	\$32.98	\$34.64
12	Mechanic-Lead (+\$1.00) Automotive Technician Class 2 Mechanic	\$29.90	\$31.43	\$32.98	\$34.64	\$36.38
13	Marketing Manager Associate Planner Accounting Specialist	\$31.43	\$32.98	\$34.64	\$36.38	\$38.18

Rogue Valley Transportation District						
Exempt - Non-Union Payroll Table Effective 07/01/2019						
102.75%	2.75% Cola	HOURLY RATES				
		STEPS				
RANGE	POSITIONS	1	2	3	4	5
E1	HR Specialist	\$ 31.43	\$ 32.98	\$ 34.64	\$ 36.37	\$ 38.18
E2	IT Specialist/Tech support Administrator	\$ 32.98	\$ 34.64	\$ 36.37	\$ 38.18	\$ 40.07
	Intelligent Transportation Systems Planner					
E3	HR Specialist II	\$ 34.64	\$ 36.37	\$ 38.18	\$ 40.07	\$ 42.09
	Fleet Maintenance Supervisor					
E4	Administration Manager	\$ 36.37	\$ 38.18	\$ 40.07	\$ 42.09	\$ 44.16
	TransLink Manager					
	Transportation Manager					
	Technology Services Manager					
E5	Planning & Strategic Programs Manager	\$ 46.38	\$ 48.70	\$ 51.14	\$ 53.69	\$ 56.38
	Finance Manager					
E6	Operations Manager	\$ 48.71	\$ 51.15	\$ 53.71	\$ 56.40	\$ 59.21
NU-18	Web Developer	\$ 38.74	\$ 40.67	\$ 42.70	\$ 44.84	\$ 47.08

APPENDIX E

ROGUE VALLEY TRANSPORTATION DISTRICT
JACKSON COUNTY
OREGON

* * *

RESOLUTION NO. 19-02

WHEREAS, it is Rogue Valley Transportation District's (RVTD) policy to ensure that all qualified applicants for employment and employees have full and equal access to employment opportunities, and are not subjected to discrimination in any program or activity of RVTD on any basis prohibited by law, including race, color, national origin, religion, age, sex, physical disability, mental disability, ancestry, sexual orientation, or on the basis of these perceived characteristics, or based on association with a person or group with one or more of these actual or perceived characteristics; and

WHEREAS, the RVTD Board of Directors reaffirms its dedication to fostering a diverse and inclusive workplace that welcomes the employment of qualified individuals from all walks of life, appreciates the contributions of individuals with a wide range of experiences and perspectives, and is free from barriers to employment for historically underrepresented groups; and

WHEREAS, the RVTD Board of Directors finds that a diverse and inclusive workplace is fundamental to maintaining a robust work environment; and

WHEREAS, RVTD is committed to hiring and retaining employees who are sensitive to, and knowledgeable about, the needs of the continually changing and diverse community served by RVTD; and

WHEREAS, an Equal Employment Opportunity Plan will ensure the implementation of the equal employment opportunity principles and values enumerated above.

NOW, THEREFORE, BE IT RESOLVED that the RVTD Board of Directors hereby adopts the attached Equal Employment Opportunity Plan to guide the District in its employment practices in years 2019-2023.

Chair of the Board

ATTEST:

Secretary to the Board