

Executive Committee

August 14, 2024 | 3:30 p.m.



Onsite:

Greater Portland Transit District
114 Valley Street, Conference Room A | Portland, ME 04102

Remote:

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84142523243?pwd=RjBWTStDV2R3enB6MzA0Q1haZVFQZz09>

Passcode: 344764 | Webinar ID: 841 4252 3243

Phone: (646) 931-3860 | Telephone participants: *9 to raise hand, *6 to unmute

MEETING AGENDA

AGENDA ITEM	PRESENTER	ACTION or INFORMATION
1. Call Meeting to Order (3:30)	Ed Suslovic, Board President	N/A
2. Public Comment (3:30-3:35) The Board of Directors welcomes public comments at this time for items <u>not listed</u> on this agenda at this time. For items listed on the agenda, the chair will allow members of the public to comment following the staff presentation. There is a <i>three-minute time limit</i> per speaker. (Comments will be paraphrased in meeting minutes)	Ed Suslovic, Board President	Information
3. Meeting Minutes (3:35-3:35) Review and approve minutes from the June 7, 2024 meeting.	Ed Suslovic, Board President	ACTION
4. Personnel Policy Update (3:35-3:45) Staff will present updates to Metro's personnel policies.	Shelly Brooks, Chief Financial Officer	ACTION
5. South Portland Merger Update (3:45-3:55) Staff will provide an update on the status of ongoing coordination with South Portland, FTA and Maine DOT staff regarding South Portland joining Metro as member city.	Glenn Fenton, Executive Director	Information
6. Future Agenda Items (3:55-4:00) <ul style="list-style-type: none">Agency Strategic Planning (Ongoing)PACTS Initiatives and Reforms (Ongoing)	Ed Suslovic, Board President	Information
7. Upcoming Meetings (3:55-4:00) <ul style="list-style-type: none">Ridership Committee – August 21, 2024 at 3:30 pmBoard of Directors – August 22, 2024 at 4:00 pmExecutive Committee – September 11, 2024 at 3:30 pm	Ed Suslovic, Board President	Information

<ul style="list-style-type: none"> Finance Committee – September 4, 2024 at 4:00 pm 		
8. Adjournment (4:00)	Ed Suslovic, Board President	ACTION

As of November 9, 2022 Greater Portland METRO is holding meetings of the Board of Directors (and its committees) in hybrid format, both in person at METRO’s offices and via webinar. The remote portions of all meetings are conducted in accordance with the requirements of [METRO’s Remote Participation Policy](#) (adopted August 25, 2022) as well as LD 1772, PL 2022 Ch. 666, and 1 MRSA Chapter 13, Subchapter 1.

DATE

August 14, 2024

SUBJECT

Agency Personnel Policies

PURPOSE

Review and provide input on a revised draft of the agency's personnel policies.

BACKGROUND/ANALYSIS

Metro staff requested legal review of the agency's Personnel Policy. Legal provided a substantially revised document for consideration. Most of the legal suggested edits relate to clarity, consistency, and organization of the document. However, some of the edits were required for compliance with Federal and/or State law.

In addition to the suggested edits from legal counsel, Metro staff have also identified some areas that needed revision throughout the document. Attached is "mark-up version of the document, along with the finalize proposed manual. Grouped below are the substantive edits to the content of the document, grouped by legal recommended edits and staff recommended edits.

LEGAL RECOMMENDED EDITS

- **EEO and Nondiscrimination pg. 8:** Updated to include list of protected classes that should be used per legal. It covers MHRA, federal law, and the FTA EEO Program requirements
- **Employee Personnel Files pg. 10:** Updated language related to employee access to personnel files in accordance with Maine Law.
- **Leave pg. 18-20:** Legal provided entirely updated FMLA language, Military LOA language and added Victims of Violence Leave section.
- **Discipline pg. 29:** Legal advised moving all references to discipline to one section of the manual.
- **Additional Policies- Appendices:** Legal advised that all references to other policies be abbreviated, with those policies attached as an appendix and referenced in applicable sections. These policies will be attached once the full document is approved and distributed to staff. If any of those policies require revisions, they will be presented in the same manner as this policy for Executive Committee and Board of Directors Approval before revised policies are distributed to employees.

STAFF RECOMMENDED EDITS

- **Certification Completion Pay pg. 12:** This section was removed, and a reference to the Non-Union Salary Plan was added, which will be attached as an appendix to the manual.

- **Tuition Assistance pg. 15:** Amount per employee decreased from \$6k to \$4k, with additional language “subject to budget capacity”.
- **Bereavement Leave pg. 21:** Updated allowed days from 3 to 5 for “step” relatives in line with recent changes to CBA regarding same.
- **Vacation/Sick Leave (EEs hired before 1/1/2016):** This section has been moved to Appendix K. Also, changed vacation allotment for employees with thirty (30) or more years of service from 240 hours to 280 hours, which is in line with the CBA regarding same.
- **PTO pg.23:** PTO hours rounded up by 4 hours for each years of service level to account for current 10-hour office days, removed reference to number of days received. No change to maximum PTO hours allowed.
- **PTO Transfer:** This section was entirely removed. This benefit has never been used in the past. Additionally, the agency does not have a clear policy and procedure document related to the implementation of this benefit. If requested/needed in the future, staff will document the procedure for donating, tracking and distributing donated time to employees.

FISCAL IMPACT

Fiscal impact is nominal, related to tuition assistance and Vacation/PTO changes.

RECOMMENDATION

Although additional minor changes to language and formatting are needed, staff are seeking an approval in August 2024.

RECOMMENDATION

Endorse revisions and changes and move to the Board for final approval.

CONTACT

Shelly Brooks
Chief Financial Officer
sbrooks@gpmetro.org
207-221-8710

ATTACHMENTS

Attachment A – Proposed Revisions to Employee Manual “Personnel Policies”



**EMPLOYEE MANUAL
OF THE
GREATER PORTLAND METRO**

by Board of Directors: [insert date]

EMPLOYEE ACKNOWLEDGEMENT AND RECEIPT

Welcome to GP Metro!

This employee manual contains GP Metro's current policies, procedures, and benefits and applies to all employees but does not supersede or replace the specific terms of any collective bargaining agreement or individual employment contract. GP Metro retains the right to modify this manual and its policies and procedures at any time. All employees should understand that this manual is not intended to and does not represent an employment contract with any employee. Any questions concerning the interpretation or application of the manual should be brought to the attention of the Manager of Human Resources.


I, have received a copy of GP Metro's Employee Manual. I understand that it is my responsibility to read through this document and adhere to the content within. If I have questions or concerns relating to this document or of any policy within the organization, I will speak acknowledge that I have read and understood the contents of GP Metro's Employee Manual. If I have questions or concerns relating to this document or of any policy within the organization, I will speak to the appropriate level and/or member of management to discuss.


Signature

Date

Summary of Comments on Employee Manual Shelly Final- 8.8.24.pdf

Page: 2

 Number: 1 Author: HRManager Date: 5/14/2024 12:18:00 PM
Name change for consistency throughout entire document.

 Number: 2 Author: HRManager Date: 5/14/2024 12:08:00 PM
Changed from "responsibility" to read to read the manual to "I have read and understood". This approach has its advantages- Legal

Executive Director's Welcome:

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Waiting for updated Welcome Letter from Glenn

Best regards,

Glenn Fenton
Executive
Director

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INTRODUCTION

a. History and Background

Whether you have just joined our staff or have been at GP Metro for a while, we are confident that you will find a dynamic and rewarding place in which to work, and we look forward to a productive and successful association. We consider the employees of GP Metro to be one of its most valuable resources. This manual has been written to serve as the guide for the employer/employee relationship. There are several things to keep in mind about this manual:

1. It contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to the Human Resource department.
2. Neither this manual nor any other District document confers any contractual right, either express or implied, to remain in GP Metro's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific length of time and may be terminated at will with or without cause and without prior notice by GP Metro, or you may resign for any reason at any time.
3. No supervisor or other representative of GP Metro (except the Executive Director) has the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the above.

The procedures, practices, policies, and benefits described herein may be modified or discontinued from time to time. We will inform you of any changes as they occur.


Some subjects described in this manual are covered in detail in official policy documents.  *Refer to list of appendices on page 5-6.*

Mission Statement

GP Metro's mission is to: Provide a public transportation experience that is frequent, fast, safe, and simple.

Vision

Be the mobility option of choice that connects people to each other and all the places that make for a full life;
Serve as a foundation of regional prosperity, growing communities, and a healthy environment.

 Number: 1 Author: HRManager Date: 5/14/2024 1:06:00 PM
deleted and will replace with a cross referenced appendix

Core Values

- Safety – our highest priority is the safety of our riders, employees, and the public.
- Service – we serve our riders and communities, support our employees, and act in the public interest.
- Simplicity – we do the hard work to make transit easy for all.
- Sustainability – we commit to responsible and equitable practices today to ensure a sustainable and better future.
- Innovation – with imagination and determination we never stop building a better public transportation experience for riders.

EMPLOYMENT

a. Equal Employment Opportunity and Nondiscrimination

GP Metro complies with applicable federal, state, and local laws governing discrimination and equal employment opportunities (EEO). As such, GP Metro provides equal employment opportunities to all employees and applicants for employment without regard to race, color, sex (including pregnancy), sexual orientation or gender identity, physical or mental disability, religion, age, ancestry, national origin, family status, genetic information, veteran status, or other protected status. Please see GP Metro’s Equal Opportunity Program, attached to this manual as *Appendix A* for additional information on GP Metro’s EEO Program.

GP Metro expressly prohibits any form of unlawful employee harassment based on race, color, sex (including pregnancy), sexual orientation or gender identity, physical or mental disability, religion, age, ancestry, national origin, familial status, genetic information, veteran status or other protected status.

For information on how to file a complaint regarding equal employment opportunities or discrimination, please see *Appendix B*.


b. Commitment to Diversity, Equity, and Inclusion

GP METRO strives to develop, cultivate and preserve diversity, equity, and inclusion (DEI). Each employee’s individual life experiences, differences, innovations, talent, knowledge, and self-expression are unique and play a significant part in GP METRO’S culture, reputation, and achievements. Therefore, we embrace our employees’ differences that make them unique.


Our commitment to DEI is to ensure DEI initiatives are ingrained into all aspects of employee experiences to have a positive and respectful impact on recruitment, employee performance, and engagement throughout the agency.

c. Employee Classification Categories

The following is intended to help employees understand employment classifications and

 Number: 1 Author: HRManager Date: 5/14/2024 3:33:00 PM

Updated to include list of protected classes that should be used per legal. It covers MHRA, federal law, and the FTA EEO Program requirements

 Number: 2 Author: HRManager Date: 5/14/2024 3:25:00 PM

Double check legal edited copy

 Number: 3 Author: Shelly Date: 5/16/2024 4:42:00 PM

Updated mission and values.

employees' employment status and benefit eligibility.

All employees are designated as either non-exempt or exempt under state and federal wage and hour laws.

Non-exempt employees are employees who are entitled to overtime pay in compliance with state and federal wage and hour laws.

Exempt employees are those who are not eligible for overtime pay in compliance with state and federal wage and hour laws.

GP Metro has established the following categories for both non-exempt and exempt employees:

- Regular, full time: Employees who are not in a temporary status and who are regularly scheduled to work GP Metro's full-time schedule of at least 30 hours per week. Generally, these employees are eligible for the full benefits package, subject to the terms, conditions, and limitations of each benefits program.
- Regular, part time: Employees who are not in a temporary status and who are regularly scheduled to work less than the 30 hours each week. Regular, part-time employees are eligible for some of the benefits offered by GP Metro subject to the terms, conditions, and limitations of each benefits program.
- Temporary Employees: Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work less than GP Metro's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary workers are not eligible for GP Metro's benefits

d. Introductory Period

All non-union employees shall be subject to a 90-day introductory period which 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. This introductory period may be extended by GP Metro at its discretion if further time is necessary to consider an employee's performance. Successful completion of an introductory period does not alter an employee's status as an employee at will. The introductory period for union employees is 80 days.

e. Outside Employment

Employees are permitted to engage in outside work or to hold other jobs, subject to certain restrictions as outlined below.

Activities and conduct away from the job must not compete with, conflict with, or

Number: 1 Author: HRManager Date: 6/3/2024 3:02:00 PM

In the Introductory Period section - removed in addition, changed the word probabationary to introductory, updated name from METRO to GP Metro, added language at end of paragraph indicating ee's completing the intro period are still EE at will.

Number: 2 Author: HRManager Date: 6/3/2024 3:07:00 PM

Removed last two sentences in Section - Outside Employment. Legal - Dont think necessary

compromise GP Metro's interests or adversely affect job performance and the ability to fulfill all job responsibilities. Employees are prohibited from performing any services for customers on nonworking time that are normally performed by GP Metro. This prohibition also extends to the unauthorized use of any GP Metro tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working time.

Employees are cautioned to carefully consider the demands that additional work activity will create before accepting outside employment.

f. Employee Personnel Files

Employee files are maintained by the Human Resources Department and are confidential. Managers and supervisors may only have access to personnel file information on a need-to-know basis.

Personnel file access by current employees and former employees upon request will be allowed in accordance with Maine law.

g. Remote Work (Working Offsite)

Remote work for certain positions may be established under emergency conditions. Under non-emergency conditions, remote work is available to employees who can demonstrate output when working offsite. Employees working offsite must clear this with their supervisor ahead of time and are responsible for demonstrating output when outside work is being accomplished.

When working remotely, non-exempt employees are expected to be available and communicative during scheduled working hours as if they were on-site. This includes taking any required lunches and rest breaks and accurately reporting all work time. Non-exempt employees must seek managers' approval before working outside their regular scheduled work time. Failure to follow this remote work policy may result in a revocation of remote work privileges.

Remote work is not designed to be a replacement for appropriate child care or dependent care. Although an individual employee's schedule may be modified to accommodate dependent care needs, the focus of work must remain on job performance and meeting business demands. Non-exempt employees are expected to arrange alternative work hours with their manager to accommodate dependent care, and/or use earned time off to cover dependents' appointments or other obligations.

Remote work is a privilege, not a right: GP Metro employees may be required to work in person for any reason.

h. Employee Travel and Reimbursement

Employees will be reimbursed for reasonable expenses incurred when directed to travel as part of their position. **See Appendix C-Travel Policy**

GP Metro prefers that employees who have local travel utilize the company vehicle. Those employees who are unable to use GP Metro's vehicle, or have permission to use their personal automobile for authorized local business use, will be reimbursed at the established rate set forth by the IRS. Employees seeking reimbursement for either local or extended travel should incur the lowest reasonable travel expenses and exercise care to avoid the appearance of impropriety.

If a circumstance arises that is not specifically covered by this manual, the most conservative course of action should be adopted. Travel for staff must be authorized in advance. Employees should verify that planned travel is eligible for reimbursement before making travel arrangements. Upon completion of the trip, and within 30 days, the traveler must submit all receipts for reasonable expenses such as meals, tolls, parking, flights, and other approved expenses.

Employees will be paid for travel time in accordance with federal and state laws.

i. Internal Transfers and Promotions


Employees with more than twelve months of service may request consideration to transfer to other jobs as vacancies become available and will be considered along with other applicants. At the same time, GP Metro may initiate transfers of employees between departments and facilities to meet specified work requirements and reassignment of work requirements.

GP Metro may offer employees promotion to higher-level positions when appropriate and when in the best interests of the agency.

j. Separation of Employment

Separation of employment can occur voluntarily or involuntarily. Employees are employed on an at-will basis, and GP Metro reserves the right to terminate an employee at any time.

- **Voluntary Resignation:** Although we hope your employment with us will be a mutually rewarding experience, we understand that varying circumstances cause employees to voluntarily resign from employment. Resigning employees are encouraged to provide two weeks' notice, preferably in writing, to facilitate a smooth transition out of the organization. Management reserves the right to provide an employee with two weeks' pay in lieu of notice in situations where business needs warrant such action. If an employee provides less notice than requested, the employer may deem the individual to be ineligible for rehire depending on the circumstances regarding the notice given.

 Number: 1 Author: HRManager Date: 6/3/2024 3:31:00 PM
Changed wording in all paragraphs. Added Appendix Item - Trvel Policy

- Involuntary – refer to discipline section on page 24.

A separating employee must return all GP Metro property at the time of separation, including uniforms, cell phones, keys, PCs, parking passes, and identification cards. Health insurance terminates the last day of the last month of employment, unless an employee requests immediate discharge of benefits. Information for Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided to separating employees.

Separating employees are required to pay their share of all premiums associated with their elected benefits through the end of the month. GP Metro will deduct a separating employee's regular benefit premiums from their last paycheck unless paid in advance.

WAGES, HOURS, AND BENEFITS

a. Compensation

Total compensation is made up of base salary and benefits. Salary is set by the Collective Bargaining Agreement for Union employees and the Non-Union Salary Plan, approved by the Board of Directors in June 2022. Please reference Appendix J for more information.

Non-cash compensation includes the following:

- Benefits package – Competitive benefits package as listed in the Benefits section of this manual.
- Retirement – Competitive retirement benefits as listed in the Benefits Section of this manual.


b. Payment of Wages

The pay period is weekly and runs from Sunday to Saturday. Employees receive pay on Thursdays through direct deposit. If the normal payday falls on a District-recognized holiday, paychecks will be distributed through direct deposit one workday before the holiday.


If an employee's marital status changes or the number of exemptions previously claimed increases or decreases, a new Form W-4 must be submitted to the Human Resource department.

c. Time Reporting

A work hour is any hour of the day that is worked and should be recorded to the nearest tenth of an hour for non-exempt employees. The workday is defined as the 24-hour period starting at 12:00 a.m. and ending at 11:59 p.m. The work week covers seven consecutive days beginning on Sunday and ending on Saturday.

 Number: 1 Author: HRManager Date: 5/22/2024 9:53:00 AM

Removed "Failure to return some items may result in deductions from the final paycheck". This is not legal Title 26 626 Cessation of employment

 Number: 2 Author: HRManager Date: 5/22/2024 10:01:00 AM

Added to the sentence - "to separating employees"

Employees will submit their timesheet weekly as directed by their supervisor. Each employee is to maintain an accurate daily record of his or her hours worked. All absences from work schedules should be appropriately recorded.

d. Breaks

Employee breaks are important to GP Metro's productivity and employee health. Non-union employees who work at least 6 consecutive hours will be provided a scheduled break not to exceed 30 minutes.

Exempt employees, may choose to take breaks as needed. Non-exempt employees are permitted a 15-minute rest break for each four hours of work. Non-exempt employees on rest breaks are not required to clock in and clock out because this time is considered "time worked" and is compensable.

e. Lactation/Breastfeeding

An employee who is breastfeeding her child will be provided reasonable break times as needed to express breast milk. GP METRO will ensure the employee has a private area for expressing breast milk that is not a bathroom and is shielded from view and free from intrusion by other people. A refrigerator is available for the storage of breast milk. Any breast milk stored in the refrigerator must be labeled with the name of the employee. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage or refrigeration and tampering.

Nursing mothers wishing to use a certain location to express breast milk must contact the Human Resources Department. Employees who work off-site or in other locations will be accommodated with a private area as described above.

Breaks of more than 20 minutes in length will be unpaid, provided that the employee is completely relieved from duty, and the employee should indicate this break period on her time record.

f. Overtime Pay (non-exempt employees)

Non-exempt employees who exceed 40 hours of actual work time in a work week or who work on a holiday will be paid time and one half in accordance with federal and state wage and hour laws. PTO days do not apply toward time worked for the purpose of calculating overtime.

Supervisors are required to obtain approval from managers prior to incurring overtime. Employees who anticipate the need for overtime to complete the week's work must notify the supervisor in advance and obtain approval before working overtime hours. During busy periods employees may be required to work overtime hours.

- Number: 1 Author: HRManager Date: 5/22/2024 10:10:00 AM
Removed "Vacation time must be scheduled withone's supervisor in advacne. OTO may be usedin the case of emergency or sudden illness w/o prior scheduling" This should be addressed in the leave section of the manual. Also rMOVED part about no call no show as thart should be in the disciplin section and its covered in section Separation of Employment

- Number: 2 Author: HRManager Date: 5/22/2024 10:27:00 AM
Replace "meal period" with "breaks" Maine Law terminology

- Number: 3 Author: Shelly Date: 8/8/2024 8:59:00 PM
With 10 hour days, lunch breaks are included in pay for non-union employees

- Number: 4 Author: HRManager Date: 5/22/2024 10:32:00 AM
Replace "Salaried" with "Exempt" per legal

- Number: 5 Author: HRManager Date: 5/22/2024 10:34:00 AM
Removed sentence - As they are paid a weekly salary regardless of the hours they work.

- Number: 6 Author: HRManager Date: 5/22/2024 11:57:00 AM
Added to sentence - breat milk that is not a bathroom and is shielded from view and free of intrusion by other people -Added in accordance with te Pump Act 29 USC 218d. and it also conforms with Maine law.

- Number: 7 Author: HRManager Date: 5/22/2024 12:00:00 PM
Changed "room" to "certain location" per legal

- Number: 8 Author: HRManager Date: 5/22/2024 12:01:00 PM
Changed "necessary" to "described as above"

- Number: 9 Author: HRManager Date: 5/22/2024 12:02:00 PM
Legal inquiring whther we enforce this rule or not an furthr more - Do we want to?

- Number: 10 Author: HRManager Date: 5/22/2024 11:05:00 AM
Replace "extended" hours with overtime

g. Temporary Detail Pay

Temporary detail is when an employee is assigned to perform the duties associated with a classification of a higher pay rate than that of the employee's classification. The employee performing such duties shall receive a temporary increase in pay of 10% of their current wages. Temporary detail must be defined in writing and state an effective start date and end date. Temporary detail shall be the date that the employee began performing the higher-level duties consistently. Temporary detail should last no longer than six months. Only in some exceptions will temporary detail be extended; any extensions of temporary detail must be approved by Human Resources.

h. Medical, Dental, Vision and Group Life Insurance


GP Metro currently offers regular, full-time employees, scheduled to work a minimum of 30 hours per week insurance benefits. Enrollment in medical, group life, dental, and vision insurance coverage options will be the on the first of the month following the date of hire. GP Metro's group life is our employer-paid basic group term life policy along with an accidental death and dismemberment policy. Each policy generally pays a death benefit of 1X the annual salary of the employee. Employees with schedules less than 40 hours will have prorated benefit options according with their regularly set schedule.

GP Metro recognizes the importance of domestic partnerships and extends health, dental, and vision benefits to domestic partners with a notarized Domestic Partnership Affidavit. See Human Resources for more information.


Employees have up to the 1st of the month following their date of hire to make medical, dental, and vision plan elections. Once made, elections are fixed for the remainder of the plan year unless the employee has a qualifying event. Please contact the Human Resources Department to determine if a family status change qualifies under the Plan document and IRS regulations.

At the end of each calendar year during open enrollment, employees may change medical, dental, and vision plan elections for the following calendar year.


Any employee who has been participating in GP Metro's health insurance plan, or any new employee joining GP Metro may elect to drop his or her coverage in GP Metro's health insurance plan with proof of other coverage during open enrollment or for a qualifying event. Any such eligible employee who provides documentation that they and their family (if appropriate) are covered by health insurance elsewhere (i.e., outside the agency), will be entitled to receive a reimbursement of 50% of the single employee premium cost. Any such reimbursement is considered taxable income and shall be paid to the employee in their regular paycheck.

 Number: 1 Author: HRManager Date: 5/22/2024 11:17:00 AM

Legal said we should discuss this temp detail pay arrangement

 Number: 2 Author: HRManager Date: 5/22/2024 11:13:00 AM

Removed sentence - Employees assigned temporary detail must have th knowledge, skills and abilities to do the job. This is managements responsibility to ensure before assigning to employee - doesnt belong in EE manual

 Number: 3 Author: HRManager Date: 5/22/2024 12:51:00 PM

Removed Section pertaining to domestic partnerships and added one sentence regarding DP's under the Medical, Dental, and Vision.

Any employee hired before January 1, 2022, who has been participating in GP Metro's health insurance, has reached the age of 62, and has been employed by GP Metro for 20 years or more and wishes to retire before the age of 65, may elect to have GP Metro pay the full cost of their health insurance until they reach the age of 65.

For more information regarding benefit programs, please refer to GP Metro's Summary Plan Descriptions, which were provided to employees upon hire or contact the Human Resources Department.

i. Short-Term Disability Benefits

GP Metro's short-term disability plan is a benefit that provides partial pay for employees who are unable to work due to illness, injury, or disability not related to work. For illnesses after an absence of more than seven consecutive calendar days, benefits begin on the eighth day of disability and continue for related absences up to a maximum of 26 weeks. For injuries, benefits begin on the day of disability due to the injury and continue for up to 26 weeks. Employees will not be able to return to work without submitting a note from a physician or licensed health care professional authorizing the employee's return to the Human Resources Department. Any time spent on short-term disability counts as part of the employee's FML leave.

j. Long-Term Disability Benefits

GP Metro offers eligible employees (i.e., regular full-time employees who are regularly scheduled to work a minimum of 40 hours per week) a long-term disability (LTD) base plan. Eligible employees are enrolled on the 1st of the month following the date of hire. Long-term disability coverage terminates on the last day of employment unless there is an approved claim prior to termination.

Employees on approved leave (e.g., short or long-term disability, worker's compensation, unpaid, etc.) must continue to pay GP Metro for the employee's share of premium costs for benefits. Employee are required to pay their share of premium costs on a monthly basis while on leave. GP Metro will terminate benefits in the event any required payment is 30 days past due.

k. 401A/457 Plan

GP Metro has a defined contribution retirement plan under Section 401a of the Internal Revenue Code, "covers" all or is "available" to all since it is voluntary which covers all full-time employees.

A vesting schedule determines how and when an employee gains full ownership of GP Metro's match dollars in the 401A.

Non-Union Employees - No vesting schedule, 100% vested immediately.

Union Employees - Five- year vesting schedule - 1 year 20%, 2nd year 40%, 3rd year 60%, 4th

year 80%, and 5th year 100%

GP Metro participates in a deferred compensation retirement plan available to all full-time employees on a voluntary basis under section 457 of the Internal Revenue Code. Employees may contribute up to the current amount permitted of their compensation to the plan and employee contributions are made on a pre-tax basis.

Non-Union Employees– Required period of service is waived

Union Employees – Required period of service is 60 days from date of hire

Both plans are administered by the Mission Square out of Washington D.C. Funds are invested under the exclusive direction of the employee within the funds offered by Mission Square. Further details about the Plan may be obtained from the Human Resources Department and the Plan document.

l. Tuition Assistance

GP Metro will reimburse up to a maximum of \$4,000 per year, per employee, subject to available funding, for continuing education through an accredited program that either offers growth in an area related to the agency growth or future growth. A written request for reimbursement must be submitted to the Human Resources Department at least 30 days before the course begins. Courses include college credit courses, continuing education unit courses, seminars, and certification tests. Employees must earn a passing grade of “80” or its equivalent or obtain a certification to receive any reimbursement. Expenses must be validated by receipts, and a copy of the final grade card or certification must be presented to show hours or certification received.

Any questions or comments regarding tuition assistance should be directed to the Human Resources Department.

m. Agency Funded Training and Professional Development

GP Metro encourages and supports employees’ training within their current positions. GP Metro will cover the cost of training, certifications, and educational programs for a clear and direct agency interest.

The department heads must approve training. It must not interfere with employees’ ability to perform their complete duties and responsibilities unless approved by the department heads and in coordination with Human Resources. Eligible employees must be employed for one year or more and have satisfactory job performance.

Examples suitable include, but are not limited to:

- Professional exams.
- Exam preparation courses.

- Certification programs and credentials related to job functions within GP Metro's scope of work.

Courses must be approved and offered by an accredited institution, including e-learning.

This program is subject to sufficient funding available within applicable budgets. Employees who fail to complete or pass the approved program will be required to repay GP Metro for the cost of the program and any applicable fees. If an employee cannot compensate the agency, a reasonable payroll deduction plan will be implemented. If the program is mandated as part of a PIP, the employee will not be required to reimburse the agency but may be subject to other corrective action as appropriate.

n. Employee Assistance Program (EAP)

Through the Employee Assistance Program (EAP), GP Metro provides confidential access to professional counseling services. The EAP, available to all employees and their immediate family members, offers problem assessment, short-term counseling, and referral to appropriate community and private services.

The EAP is strictly confidential and is designed to safeguard an employee's privacy and rights. Contacts to and information given to the EAP counselor may be released to GP Metro only if requested by the employee in writing. There is no cost for an employee to consult with an EAP counselor. If further counseling is necessary, the EAP counselor will outline community and private services available. The counselor will also let employees know whether any costs associated with private services may be covered by their health insurance plan. Costs that are not covered are the responsibility of the employee.

Through Anthem, the employee is entitled to up to three free visits per year, per issue, as well as to the employee's family members in their household. Employees also have access to many other resources listed on the website. Employees may reach out by calling 800-647-9151 or logging into anthemEAP.com and log into MMEHT.

For more information, and to obtain pamphlets for detailed information, please contact the Human Resources Department.

o. METRO Transit Pass

Active employees are entitled to free bus service and only need to show their Employee ID Badge to the bus operator. Retired employees are eligible for a free bus pass upon request.

LEAVE OF ABSENCE

Employees on approved leave (e.g., FMLA, short or long-term disability, worker's compensation, unpaid, etc.) are responsible for making payment for their portion of weekly benefit premiums, including, but not limited to: health insurance, dental insurance, vision, disability insurance, etc. Failure of the employee to keep current with benefit premiums as

applicable may result in termination of benefits/coverage. Employees should inform the Human Resources Department as to how they wish to pay for their portion of benefit premiums while on leave, which may include monthly invoicing or use of PTO to cover weekly premiums due.

a. Family and Medical Leave

Employees are entitled to family and medical leave under the federal Family and Medical Leave Act of 1993 (“FMLA”) or the Maine Family Medical Leave law when they meet all of the eligibility requirements of these laws. As used in this manual, “family and medical leave” or “FML” means leave available under both the federal and state laws.

1. The Federal Employee Eligibility Periods

Employees who have been employed for at least 12 months and have worked at least 1,250 hours in the previous 12 months are eligible for FMLA leave under the federal law.

There are two types of eligibility periods under the federal law as described below.

1.1. 12-Month Period for Birth, Adoption or Foster Care; Serious Health Condition Purposes; Qualifying Exigency

There is a 12-month eligibility period for 12 weeks of FMLA leave taken for the following qualifying purposes:

1. Birth and care of the newborn child of the employee;
2. Placement with the employee of a son or daughter for adoption or foster care;
3. Care for an immediate family member (spouse, child, or parent) with a serious health condition;
4. Medical leave when the employee is unable to work because of a serious health condition; or
5. Qualifying exigency leave for an employee whose spouse, child or parent is a regular member of the Armed Forces on covered active duty deployed to a foreign country or a reserve member of the Armed Forces (including National Guard) on a covered active duty deployed to a foreign country under a call or order to active duty in a contingency operation.

The 12-month period used to determine employee eligibility for FMLA for the purposes described above shall be the 12-month period measured forward from the date any employee’s first leave begins.

1.2. Federal 12-Month Period for Military Caregiver Leave

There is a separate 12-month period for employees eligible for military caregiver leave of up to 26 weeks. Such leave may be taken to care for a spouse, child, parent or next of kin of an eligible service member or veteran with a serious injury or illness. This leave is calculated from

the first day that leave is taken for this purpose and does not track GP Metro's designated 12-month FMLA tracking period as described above. Any military caregiver leave that is not taken within the specific 12-month period is forfeited. This leave period may overlap with the usual 12-month leave period designated by GP Metro and in certain circumstances, this may impact the employee's eligibility to take other types of FMLA leave.

2. Maine Requirements

2.1. Employee Eligibility

Employees who have been employed for at least 12 consecutive months are eligible for leave under the Maine Family Medical Leave law.

2.2. Leave Amount and Eligibility

The amount of family and medical leave available to employees under the Maine law is 10 work weeks in any two-year period.

2.3. Qualifying Purposes

Leave may be used for the following qualifying purposes:

1. Serious health condition of the employee;
2. Serious health condition of the employee's spouse, domestic partner, child (or child of domestic partner), grandchild (or grandchild of domestic partner), parent or sibling;
3. Birth of the employee's child or child of his/her domestic partner;
4. Placement of a child 16 years of age or younger with the employee or the employee's domestic partner for adoption;
5. Donation of an organ for human transplant by the employee;
6. Death or serious health condition of the employee's spouse, domestic partner, parent, sibling or child as a member of the state military forces or United States Armed Forces (including National Guard and Reserves) while on active duty.

3. Notice by Employee

Employees requesting FML shall provide at least 30 days' notice to GP Metro whenever the need for such leave is foreseeable. The employee shall provide appropriate medical certification (or other certification appropriate to the particular request) supporting the leave request.

When GP Metro has reason to believe that an employee is or will be absent for an FML-qualifying purpose, GP Metro will request the appropriate information from the employee to determine the employee's eligibility for FML.

4. Coordination with Other Leave

When leave is taken that qualifies both as FML and as permitted leave under a collective bargaining agreement or this manual, the employee shall use FML and the other type of leave concurrently, provided that the employee meets all of the eligibility requirements for each type of leave.

5. Fitness for Duty Certificate

Before returning to work, employees taking FML for their own serious health condition shall submit a certificate from a health care provider indicating that they are able to return to work and perform the essential functions of the position.

b. Military Leave of Absence

If employees require time off from work to fulfill military duties, they will be treated in accordance with applicable requirements of state and federal laws. Employees are expected to notify their supervisor and provide a copy of their orders as soon as possible.

Family Military Leave

In accordance with Maine law, employees who have been employed for at least 12 months and have worked 1,250 hours or more in the past 12 months are entitled to unpaid leave for up to 15 days per deployment (immediately before, after or during) if their spouse, domestic partner, or parent is deployed for military service as defined in Maine law. An employee who believes they may be eligible for such leave should contact Human Resources for more information on request procedures.

c. Victims of Violence Leave

Maine law provides that employees who are victims of violence may request unpaid leave to take care of certain necessary business. Employees who have questions about such leave should request more information from Human Resources.

d. Personal Leave of Absence

Employees who require time off in addition to paid leave may request a personal leave of absence without pay for up to a maximum of 30 days and must be approved by the Executive Director. An extension may be approved in limited circumstances.

All regular employees employed for a minimum of 90 days are eligible to apply for an unpaid personal leave of absence. Job performance, absenteeism, and departmental requirements will all be taken into consideration before a request is approved.

Please contact Human Resources for more information on request procedures.

The employee must return to work on the scheduled return date or be considered to have

voluntarily resigned from his or her employment. Extensions of leave will only be considered on a case-by-case basis.

e. Bereavement Leave

An employee who wishes to take time off due to the death of an immediate family member should notify his or her supervisor immediately.

Bereavement leave will be granted unless there are unusual business needs or staffing requirements. Paid bereavement leave is granted according to the following schedule:

- Employees are allowed five (5) working days of paid leave in the event of the death of the employee's spouse, domestic partner, child, parent, stepfather, stepmother, stepbrother, stepsister, stepchildren.
- Employees are allowed three (3) working days because of the death of the employee's father-in-law, mother-in-law, brother, sister, sister-in-law, brother-in-law, grandparent, or other relative living in the household of the employee.
- Employees are allowed one (1) working day because of the death of an aunt, uncle, nephew, or niece.

It is intended that this time off be used for the purposes of handling necessary arrangements, and travel and attendance at the services.

At the discretion of the employee's Department Head, employees may use sick leave to supplement bereavement leaves.

f. Jury Duty

Upon receipt of notification from the state or federal courts of an obligation to serve on a jury, employees must notify their supervisor and provide a copy of the jury summons. GP Metro will pay the difference between the amount the employee is paid for jury duty and the amount they would have received had they worked. An employee excused or released from jury service during their regular workday shall return to work.

g. Holidays

GP Metro recognizes thirteen paid holidays each year for employees. Union employees refer to CBA for list of paid holidays.

- New Year’s Day
 - Martin Luther King Jr. Day
 - Presidents Day
 - Patriot’s Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Juneteenth
 - Indigenous People’s Day
 - Veterans Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Day
- Regular part-time employees will receive four (4) hours of holiday pay.
 - Regular full-time employees working 30 - 37.5 weekly will receive eight (8) hours of holiday pay
 - Regular full-time employees working greater than 37.5 per week will receive ten (10) hours of holiday pay

Should a holiday fall on a weekend, the holiday will be observed on the work day closest to the holiday. Employees who work on a holiday will receive premium pay at 1.5 times their current hourly rate of pay.

Time off may be granted to employees who desire to observe a religious holiday that is not recognized by GP Metro.

h. Paid Time Off (PTO)

GP Metro believes that employees should have opportunities to enjoy time away from work to help balance their lives and recognizes that employees have diverse needs for time off from work. GP Metro has established this Paid Time Off (PTO) policy to meet those needs. The benefits of PTO are that it promotes a flexible approach to time off. Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves if there is a need to cover vacation, illness or disability, appointments, emergencies, or other situations that require time off from work.

All regular full-time employees are eligible for paid time of (PTO) benefits. Full-time employees scheduled to work less than 40 hours per week will earn PTO on a prorated basis.

In accordance with the Maine’s Earned Paid Leave law, employees working less than 30 hours per week on a regular basis, and temporary employees (not contracted through a staffing agency), will earn 1 hour of paid leave for every 40 hours worked in one year of employment beginning with the first day of employment, up to a maximum of 40 hours per year. Such employees may not use this paid leave until they have been employed for 120 calendar days. This paid leave may not be used before it is earned and must be taken in 1-hour increments. The requirements outlined below under “Use and Scheduling of PTO” shall apply to use and scheduling of this paid leave.

General PTO Rules for Regular Full and Part-Time Employees

PTO is front loaded upon hire or transfer into a full-time position.

PTO is based on years of service.

The number of employees utilizing non-emergency PTO at any given time may be restricted due to GP Metro's operational needs.

PTO will be paid at the employee's base rate at the time the leave is taken.

PTO pay is not included in overtime calculation.

If a holiday falls during the employee's time, the day will be charged to Holiday pay rather than to PTO pay.

Leave taken beyond an employee's available PTO may be unpaid unless otherwise required under state or federal law.

Credit and Payment of PTO for Regular Full-Time and Part-Time Employees

PTO benefits are based upon paid hours up to 2,080 hours per year, excluding overtime. As noted above, employees working less than 40 hours per week and at least 30 per week will earn PTO hours on a prorated basis. PTO is credited according to years of service (see table below). Employees become eligible for the next level of PTO on the first day of the pay period in which the employee's anniversary date falls.

Years of Service (YOS)	Annual PTO Hours	Max PTO Hours Cap*
1	140	140
2 - 4	180	300
5 - 9	220	350
10 and greater	300	380

Use and Scheduling of PTO

Employees are required to use available PTO when taking time off from work with the exception of an agency- required absence due to low workload or absences occasioned by the agency. PTO may be taken in increments of as low as one- quarter hour. However, PTO may not be used for missed time because an employee reports late to work, except during inclement weather.

Whenever possible, PTO must be scheduled in advance. PTO is subject to supervisory approval, department staffing needs, and established departmental procedures. Unscheduled absences will be monitored. An employee will be counseled when the frequency of unscheduled absences adversely affects the operations of the department. A supervisor may request appropriate documentation demonstrating the necessity of using PTO for emergency purposes if an employee requests such leave for three (3) consecutive days or more.

When PTO is used, an employee is required to request payment of PTO hours according to his or her regularly scheduled workday. For example, if an employee works a 6 hour day, he or she would request 6 hours of PTO when taking that day off. PTO is paid at the

employee's base rate. PTO is not part of any overtime calculation.

Employees may not borrow from their PTO banks. Therefore, no advance leave will be granted.

i. PTO for Employees who Transition from Union to Non-Union Positions

Union employees transitioning to a non-union position will receive PTO frontloaded, aligning with the employee's years of service to the agency. PTO, vacation, and sick time earned as a union employee will not be carried over into the non-union position, they will be forfeited. Employees who return to their union position will have their lost time restored to them minus any time they have used as a non-union employee.

j. Payment Upon Termination

If an employee has been employed by the agency for less than five years, they will be paid upon resignation, separation, or retirement for 50% of unused PTO to be paid upon termination. Employees who have worked for the Agency for five years or more will receive 100% of their unused PTO time. Employees who work less than 1 year will not be paid for any PTO time.

EMPLOYEE CONDUCT AND WORK RULES

a. Dress Code

It is important for all employees to project a professional image while at work by being appropriately attired. GP Metro employees are expected to wear neat, and clean clothing appropriate for their workplace and position. Non-union employees should also adhere to the following standards for workplace attire:

- Business casual is acceptable. Jeans are acceptable on an occasional basis as long as the employee will have limited or no contact with the public and they do not consist of stains or holes and are appropriate for business casual attire.
- Natural and artificial scents may become a distraction from a well-functioning workplace and can cause medical issues with those who have scent allergies and are also subject to this policy. Employees shall not wear heavy scents and must keep them to a minimum.

Employees are expected to demonstrate sound judgment regarding attire and appearance. Management reserves the right to determine appropriateness. Any employee who is improperly dressed will be counseled or, in severe cases, may be sent home to change clothes. Any such time for non-exempt employees is unpaid. Continued disregard of this policy may be cause for disciplinary action, which may result in discharge.

b. Drug-Free Workplace

GP Metro has a longstanding commitment to provide a safe and productive work environment. Alcohol and drug abuse pose a threat to the health and safety of employees and to the security of our equipment and facilities.

For these reasons, GP Metro is committed to the elimination of drug and/or alcohol use and abuse in the workplace. Employees will be required to receive a copy of GP Metro's Drug Free Workplace Policy, which is attached to this manual as Appendix D

All staff in a safety sensitive position will be subjected to pre-employment drug screenings and random drug and alcohol in accordance with GP Metro's Drug and Alcohol Testing Policy, which is attached to this manual as Appendix E.

c. Harassment and Sexual Harassment

Employees may not physically, psychologically, or verbally harass another individual. Harassment is disruptive and can interfere with business. Such actions create an intimidating or offensive environment, reduce productivity, and in certain circumstances may be against the law.

Sexual harassment is unlawful and against GP Metro policy. Sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, and any other verbal or physical conduct of a sexual nature. Sexual harassment occurs when submission to or rejection of unwanted sexual conduct is used as the basis for employment decisions, or when unwelcome sexual conduct creates an intimidating, offensive or hostile working environment.

Examples of sexual harassment include:


- Sexual touching, advances or propositions;
- Verbal abuse of a sexual nature;
- Graphic or suggestive comments about an individual's dress or body;
- Sexually degrading words to describe an individual; and
- Display in the workplace of sexually suggestive objects or pictures, including nude photographs.

If you believe you have been the subject of harassment because of the actions of a supervisor, another employee or a non-employee, immediately report the incident to your supervisor.

All complaints will be investigated in accordance with the complaint procedure in Appendix B.

d. Workplace Bullying

GP Metro does not tolerate workplace bullying. "Workplace bullying" means intentional behavior that a reasonable person would expect to interfere with an employee's work

 Number: 1 Author: HRManager Date: 6/3/2024 5:44:00 PM

Changed title from anti harassment and Anti Discriminatin to Harassment and Sexual Harassment. Removed the 1st paragraph and replaced with language advised by legal.

performance or ability to work. Generally, workplace bullying will involve repeated conduct; however, a single incident of egregious conduct could constitute workplace bullying.

To file a complaint regarding workplace bullying, follow the complaint procedure in Appendix B.

e. Violence in the Workplace

All employees, customers, vendors, and business associates must be treated with courtesy and respect at all times. Employees are expected to refrain from conduct that may be dangerous to others. Conduct that threatens, intimidates, or coerces another employee, customer, vendor, or business associate will not be tolerated. GP Metro does not tolerate any violence in the workplace.

GP Metro resources may not be used to threaten, stalk, or harass anyone at the workplace or outside the workplace. GP Metro treats threats coming from an abusive personal relationship as it does other forms of violence.

Indirect or direct threats of violence, incidents of actual violence, and suspicious individuals or activities should be reported as soon as possible to a supervisor, Human Resources, or any member of management. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible.


Employees should not place themselves in peril, nor should they attempt to intercede during an incident. Employees should promptly inform the Human Resources Department of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are encouraged to report safety concerns with regard to intimate partner violence. GP Metro is committed to supporting victims of intimate partner violence by providing referrals to GP Metro's employee assistance program (EAP) and community resources and providing time off for reasons related to domestic violence.


To file a complaint regarding violence in the workplace, follow the complaint procedure in Appendix B.



f. Safety

Safety is a core value of GP Metro, and managing safety is a core business function of the authority/agency. GP Metro is committed to developing, implementing, maintaining, and continuously improving processes to ensure the safety of its customers, employees, and the public. GP Metro will use its formal Agency Safety Plan and supporting processes to direct the prioritization of safety and allocate its organizational resources – people, processes, and technology – in balance with its other core business functions. GP Metro aims to support a robust safety culture, and achieve the highest level of safety

 Number: 1 Author: HRManager Date: 6/4/2024 11:35:00 AM
Removed section Background, Credit, and Reference Checks because it deals with hiring. (Legal Advised)

 Number: 2 Author: HRManager Date: 6/4/2024 11:39:00 AM
Changed General Safety to Safety

performance, meeting all established safety standards. GP Metro's Agency Safety Plan is attached to this manual. *Please refer to Appendix G*

Employees are advised of the following general obligations:

- i. All levels of management and all frontline employees are accountable for the delivery of the highest level of safety performance, starting with the Executive Director of GP Metro.
- ii. Each employee has the responsibility to identify and familiarize her/himself with the emergency plan for his/her working area. Each department and/or facility shall have posted an emergency plan detailing the procedures in handling emergencies such as fire, weather-related events, and medical crises.
- iii. It is the responsibility of the employee to complete an Accident and Incident Report for each safety and health infraction that occurs by an employee or that the employee witnesses. Failure to report such an infraction may result in employee disciplinary action, including discharge. To report an injury or incident, the employee must inform their supervisor, fill out the Incident Report with their supervisor, and contact the Human Resources Department immediately. If the injury requires medical attention, the employee is required to see the GP Metro provider. If it is an emergency, emergency services should be called.


Furthermore, management requires that every person in the agency assumes the responsibility of individual and organizational safety.


g. Whistleblower Protection for Reports of Violations of Law or Unsafe Conditions


An employee who, in good faith, believes that GP Metro has violated federal or state laws, rules or regulations, or who believes that a condition or practice of GP Metro puts at risk the health or safety of that employee or other individuals should, as soon as practicable, report the violation or unsafe condition in writing to the Human Resources Department.

Pursuant to the requirements of Maine's Whistleblower Protection Act, GP Metro will not discriminate against any employee in regard to compensation or terms and conditions of employment for making such a report, or for making a subsequent report to a governmental agency with authority over GP Metro. GP Metro will not retaliate against any employee for participating in an investigation, hearing, inquiry, or court action addressing complaints of violations of law or unsafe conditions.

h. Smoking

Smoking, vaping, or any other tobacco products are not permitted in Metro's facilities or vehicles by any employee, contractor, or visitor. The exterior designated area for smoking is outside of the Maintenance Department in the parking lot.  Smoke breaks should not interfere with any employee's work or work schedule.

 Number: 1 Author: HRManager Date: 6/4/2024 11:48:00 AM
Removed the definition of smoking - legal advises not necessary

 Number: 2 Author: HRManager Date: 6/4/2024 11:47:00 AM
Employees who violate the smoking policy - sentence moved to disciplinary section

i. Confidentiality

All employees of GP Metro are required to maintain strict confidentiality in all work-related matters, including after leaving employment with GP Metro. Confidential GP Metro records and correspondence, any information about potential, current, or former customers of GP Metro, or other pertinent materials shall not be removed from GP Metro premises or disclosed without written permission from the employee’s supervisor. All inquiries from the media must be referred to the Executive Director or Marketing Director.

j. Conflicts of Interest

Employees must avoid any relationship or activity that might impair, or even appear to impair, their ability to make objective and fair decisions when performing their jobs. At times, an employee may be faced with situations in which business actions taken on behalf of GP Metro may conflict with the employee’s own personal interests. District property, information, or business opportunities may not be used for personal gain. Employees with a conflict-of-interest question should seek advice from management. Before engaging in any activity, transaction, or relationship that might give rise to a conflict of interest, employees must seek review from their manager or the Human Resources Department.


No employee, officer, director, or agent of GP Metro shall participate in the selection, award, or administration of a contract or purchase order if a conflict of interest would be involved. Such conflict would arise when any of the following has a financial or other interest in the firm(s) considered or selected for award:

- I - A GP Metro employee, officer, director, or agent;
- II - Any member of his/her immediate family;
- III - His/her business associate; or

An organization which employs or is about to employ any of the above. A conflict or perceived potential conflict of interest must promptly be reported to the Chief Financial Officer, who will evaluate the conflict and make a decision as to the impact on the procurement process.

k. Employee Relationships

GP Metro wants to ensure that its’ practices do not create situations such as conflict of interest or favoritism. This extends to practices that involve employee hiring, promotion, and transfer. It is for this reason that close relatives, partners, those in a dating relationship, or members of the same household are not permitted to be in positions that have a reporting responsibility to each other. Close relatives are defined as husband, wife, domestic partner, father, mother, father-in-law, mother-in law, grandfather, grandmother, son, son-in-law, daughter, daughter-in law, uncle, aunt, nephew, niece, brother, sister, brother-in-law, sister-in-law, step relatives, cousins, and domestic partner relatives.

 Number: 1 Author: HRManager Date: 6/4/2024 11:51:00 AM

Confidentiality - removed last sentence about inquiries from media referred to ED of Marketing Director. Legal advises that the way this was written made it seem like EE's cant commnicate with the media in their individual capacities and that is not legal. Although Metro can prohibit individual employees for speaking on behalf of Metro as an organization, that shouldnt be addressed in the context of confidentiality.

If employees begin a dating relationship or become relatives, partners, or members of the same household, and if one party is in a supervisory position, that person is required to inform Human Resources of the relationship.

1. Traffic Violations

Under no condition will GP Metro pay any fine or traffic violation incurred by an employee, whether on work time or not, with or without a GP Metro vehicle. Employees are required to report violations, lapses, or suspension of their license to their supervisor.

m. Gifts

In order to avoid any situation which may give an appearance of improper influence in GP Metro procurement activities, no employee, officer, director, or agent of GP Metro may individually solicit or accept, either directly or indirectly, any gift, gratuity, loan, or other item or service of value from a current or potential vendor or contractor.

Gifts, gratuities, and invitations that are offered to GP Metro employees, officers, director, or agent that are also offered to other businesses or agencies, or the public, can be accepted.

Invitations for business lunches, parties, or similar functions shall be declined if received from bidders or other parties involved in a pending procurement.

n. Employee Solicitation

GP Metro does not permit the solicitation or distribution of materials by non-employees on its premises. Employees may not solicit or distribute materials during work time. The term “working time” does not include an employee’s authorized break time.

o. Emergency Closings

In the event of severe weather, power failure, or other emergency necessitating closing of GP Metro facilities, employees will be notified by telephone and/or e-mail.

p. Visitors

Only authorized visitors are allowed in the workplace. All visitors must enter through the main reception area.

DISCIPLINE

Every employee has the duty and the responsibility to be aware of and abide by GP Metro’s guidelines, policies, and procedures. Employees also have the responsibility to perform their duties to the best of their abilities and to meet the standards as set forth in their job descriptions or as otherwise established.

Number: 1 Author: HRManager Date: 6/4/2024 11:59:00 AM
Removed Management from who you should report a dating relationship.

Number: 2 Author: HRManager Date: 6/4/2024 12:05:00 PM
Remove the last paragraph under EE Relationships "Metro reserves the right...." Legal advises this was confusing because we would be applying the policy to a situation not applicable to the policy.

Number: 3 Author: HRManager Date: 6/4/2024 12:08:00 PM
Traffic Violations - Last sentence Failure = discipline has been moved to the discipline section

Number: 4 Author: HRManager Date: 6/4/2024 12:19:00 PM
Changed the language so that it complies with laws regarding solicitation/labor organizing.


Number: 5 Author: HRManager Date: 6/4/2024 12:24:00 PM
Removed Language of Conduct Section. This is covered by professionalism/Safety

Number: 6 Author: HRManager Date: 6/4/2024 12:11:00 PM
Section - Work Area Cleanliness removed. This is covered by professionalism and is not necessary

The following is a non-exhaustive list of conduct or behavior that may result in discipline up to and including termination:

- Conduct that violates the workplace bullying, violence in the workplace, harassment or sexual harassment, equal employment opportunity or other guidelines outlined in this manual.
- Job abandonment (the failure to report to work or contact one's supervisor for three (3) consecutive workdays).
- Not reporting to work and not calling to report the absence is a no-call/no-show and is a serious matter. The first instance of a no call/no show will result in a final written warning. The second separate offense may result in discharge of employment with no additional disciplinary steps. A no call/no show lasting three days is considered job abandonment and may be deemed an employee's voluntary resignation of employment.
- Misconduct that involves dishonesty or a violation of the law, including traffic violations.
- Conduct that violates the smoking guidelines contained in this manual.
- Conduct that violates GP Metro's safety and health guidelines and procedures.
- Conduct that places the employee, a customer, other people, or GP Metro property at risk.
- Representing or speaking on behalf of GP Metro without proper authorization.
- Conduct that violates GP Metro's guidelines regarding personal electronic devices outlined in this manual.
- Unprofessional conduct.
- Insubordination.
- Conduct that violates the guidelines and procedures outlined in this manual.

GP Metro supports the use of progressive discipline to address issues such as poor work

 Number: 1 Author: HRManager Date: 6/4/2024 12:57:00 PM

This is highlighted yellow because we need to review. See last sentence. I am also wondering why this isnt flagged to only put this in disciplinary section like the rest.

performance or misconduct. Our progressive discipline process is designed to provide a corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues.

Outlined below are the steps of our progressive discipline process. GP Metro reserves the right to combine or skip steps in this process up to and including discharge from employment, depending on the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the conduct and performance issues have on our agency.

The following outlines GP Metro's progressive discipline process:

- Verbal warning: A supervisor verbally counsels an employee about an issue of concern, and a written record of the discussion is placed in the employee's file for future reference.
- Written warning: Written warnings are used for behavior or violations that a supervisor considers serious or in situations when a verbal warning has not helped change unacceptable behavior. Written warnings are placed in an employee's personnel file.
- Performance improvement plan: An employee may be assigned to a performance improvement plan if appropriate to improve required performance. This can be related to a performance review or disciplinary situation. Communication to the employee about the reasons for a performance improvement plan will occur at the time it is put into place. PIP status will last for a predetermined amount of time. Within this time period, the employee must demonstrate a willingness and ability to meet and maintain the conduct and/or work requirements as specified by the supervisor and the agency. At the end of the performance improvement period, the performance improvement plan may be closed or, if established goals are not met, dismissal may occur.
- Discharge: Employment may be terminated based on progressive discipline or based on the severity of a single incident.

The facts and circumstances of each case will determine what action, up to and including discharge from employment, is appropriate. Decisions to terminate employment should be made in consultation with Human Resources. GP Metro reserves the right to determine the appropriate level of discipline for any inappropriate conduct, including oral and written warnings, suspension with or without pay, demotion, and discharge. Employees of GP Metro are employed on an at-will basis, and GP Metro reserves the right to terminate an employee at any time.

a. **Code of Conduct**

GP Metro is committed to upholding the integrity of the organization through effective ethical practices. Ethical conduct on the job involves simply a matter of dealing fairly and honestly with co-workers, managers, board members, vendors, and our ridership. In general, you should avoid any conduct that results in, or gives the appearance of using your employment with GP Metro and relationships with co-workers, board members, or others that are connected to GP Metro for personal gain.

Employees are expected to adhere to the following standards for activity relating to GP Metro at all times. Below are examples and should not be considered all inclusive.

- a. Engage in honest, ethical conduct, including the handling of actual or apparent conflicts of interest between personal and professional relationships.
- b. Comply with applicable governmental laws, rules, and regulations.
- c. Provide prompt and internal reporting of violations of these rules of conduct to their supervisor and Human Resources Department.
- d. Maintain accountability to adherence to this policy.
- e. Treat riders, vendors, and co-workers in a fair and honest manner.
- f. Conduct METRO business with integrity.
- g. Adhere to all work-related written and verbal company policies and instructions.
- h. Maintain a clean and safe work environment.

TECHNOLOGY USE

a. **Electronic Communication and Internet Use**

All agency-supplied technology and agency-related work records belong to GP Metro and not to the employee. GP Metro routinely monitors use of agency-supplied technology. Inappropriate or illegal use of communications may be subject to disciplinary action up to and including discharge of employment. GP Metro's Technology Policy is attached to this manual. *Please refer to Appendix H*

b. **Personal Electronic Devices**

Employees are expected to exercise discretion when making personal phone calls or sending text messages. Excessive personal calls or texting during the workday can interfere with employee productivity, be distracting to others, and hurt the public image of GP Metro.

Any employee driving an Agency owned vehicle or driving their own vehicle while on Agency business, is prohibited from using personal electronic devices. As such, handheld

Number: 1 Author: HRManager Date: 6/4/2024 1:21:00 PM

Legal advises that we consolidate Code of Conduct section with Discipline. Did Legal include enough of this in the discipline section. She was moving anything related to discipline to the discipline section. I cant tell if she did it or if she is telling us to do it.

Number: 2 Author: HRManager Date: 6/4/2024 1:36:00 PM

The last sentence in paragraph 1 on pesonal devices section is covered under Disciplne. Legal is asking is there is another policy being referenced here (turn off phone). The last sentence of the 2nd paragraph in this section was moved to discipline section.

electronic devices are not to be used at any time when a GP Metro employee is sitting in the driver's seat of a GP Metro vehicle or their own on Agency business, regardless of whether the vehicle is in motion or not.

c. Cell Phone Reimbursement

Employees whose job duties include the frequent need for a cell phone, are required to be on call, or otherwise approved by the Executive Director, may receive a cell phone allowance to cover business-related costs on their personal cell phone. No further reimbursement for cell phone costs is available to employees who receive such an allowance.

- **Eligibility:** Employees eligible for a cell phone allowance generally include department heads, supervisors, and full-time employees whose job duties regularly require emergency call back, irregular work hours, or other job-related factors that require the employee to routinely utilize a cell phone to enhance their ability to perform their job duties. Department heads shall recommend which employees within their departments qualify for a cell phone allowance. The Executive Director shall give final approval on all cell phone allowances.
- **Allowance Amount:** The standard monthly cell phone allowance amount shall be \$40.00.
- **Allowance Payment:** The approved cell phone allowance will be paid on a weekly basis through payroll as a stipend.
- **Employee Responsibilities:** The employee must retain an active cell phone contract as long as a cell phone allowance is in place. The employee must provide their department head and any other necessary personnel with their current cell phone number and immediately notify all parties if the number changes. Employees receiving a cell phone allowance are expected to carry the cell phone on their person both on and off duty and respond when called for Agency business.

If, prior to the end of the cell phone contract, a personal decision by the employee, or employee misconduct, or misuse of the phone, results in the cell phone allowance being discontinued, or the need to end or change the cell phone contract, the employee will bear the cost of any fees associated with that change or cancellation. For example, if an employee resigns, and no longer wants to retain the current cell phone contract for personal purposes, any cancellation charges will be the employee's responsibility.

d. Social Media

GP Metro understands that employees use social media to communicate information and personal interests. We value the rights of employees to access and use these platforms as long as they do not conflict with the values and policies of GP Metro. It is for this reason that GP Metro has established a Social Media Policy attached to this manual as Appendix I.

APPENDIX A: Equal Opportunity Program

APPENDIX B: Complaint Process

APPENDIX C: Travel policy

APPENDIX D: Drug Free Workplace Policy

APPENDIX E: Drug and Alcohol Testing Policy

APPENDIX F: Anti-Harassment and Anti-Discrimination Policy

APPENDIX G: Agency Safety Plan

APPENDIX H: Technology Policy

APPENDIX I: Social Media Policy

APPENDIX J: Non-Union Salary Plan

APPENDIX K: Vacation and Sick Leave- Applies to Employees Hired Before 1/1/2016

a. Vacation

All regular full and part-time employees who were hired before January 1, 2016 and chose to be grandfathered to this policy are eligible for vacation leave benefits. Regular part-time employees will earn vacation on a prorated basis. Regular full-time employees are those working 30-plus hours per week. Vacation accrual begins on the first day of full- or part-time employment. Vacation is accrued according to the schedule in this policy. Vacation can be used only after it is earned. Vacation leave will not be earned during an unpaid leave of absence.

Vacation time must be scheduled with one’s supervisor in advance. The number of employees on vacation at any given time may be restricted due to GP Metro’s operational needs. On or before the first pay period of each calendar year, an employee will receive their annual vacation entitlement in advance.

Employees are required to use at least 50% of their annual vacation allocation each year. The maximum vacation hours any employee may carry over from one year to the next is 240. Accrued vacation in excess of 240 hours that are not used by December 31 of each year shall be lost.

Years of Service	Annual Earned Hours	Equivalent in Weeks
Four months to one year (pro-rated based upon date of employment)	40	One (1) week

Second through 4th year of employment	80	Two (2) weeks
Fifth through Ninth Years of employment	120	Three (3) weeks
Ten to Nineteen Years of employment	160	Four (4) weeks
Twenty to Twenty Ninth years of employment	200	Five (5) weeks
Thirty or more years	280	Six (6) weeks

Vacation will be paid at the employee's base rate at the time the leave is taken. Vacation pay is not included in overtime calculation. If a holiday falls during the employee's vacation, the day will be charged to holiday pay rather than to vacation pay.

Leave taken beyond an employee's available vacation balance may be unpaid unless otherwise required under state or federal law.

If employment is terminated, accrued unused vacation leave earned through the last day of active employment will be paid at the employee's base rate of pay at termination. In the event of the employee's death, earned unused vacation time will be paid to the employee's estate or designated beneficiary.

b. Sick Leave

All full-time, regular employees who were hired before January 1, 2016 and chose to be grandfathered to this policy accrue sick leave from the date of hire, at 5/6 of a day per month, 1.54 hours per week on a weekly basis starting with the first full calendar month of employment, for a total of 10 days per year.

Sick leave may be used for an employee's personal illness, well-care, medical, and dental appointments. Sick leave may also be used for illness and well-care in an employee's immediate family. An employee must have worked or been on authorized leave for 1/2 of the days of that month to earn the sick leave for the month.

Sick leave may be accrued to a maximum of 150 sick leave days. Sick leave may not be used before accrual. If sick leave is exhausted, any available vacation hours will be used in its place. The supervisor may request that the employee provide a statement from a health care provider concerning the justification for an unscheduled absence.

Full-time employees retiring/resigning from GP Metro with at least twenty (20) consecutive years of service shall be compensated for 50% of their accrued sick time with the maximum set at 75 days.



**EMPLOYEE MANUAL
OF THE
GREATER PORTLAND METRO**

by Board of Directors: [insert date]

EMPLOYEE ACKNOWLEDGEMENT AND RECEIPT

Welcome to GP Metro!

This employee manual contains GP Metro's current policies, procedures, and benefits and applies to all employees but does not supersede or replace the specific terms of any collective bargaining agreement or individual employment contract. GP Metro retains the right to modify this manual and its policies and procedures at any time. All employees should understand that this manual is not intended to and does not represent an employment contract with any employee. Any questions concerning the interpretation or application of the manual should be brought to the attention of the Manager of Human Resources.

I, _____ have received a copy of GP Metro's Employee Manual. I understand that it is my responsibility to read through this document and adhere to the content within. If I have questions or concerns relating to this document or of any policy within the organization, I will speak acknowledge that I have read and understood the contents of GP Metro's Employee Manual. If I have questions or concerns relating to this document or of any policy within the organization, I will speak to the appropriate level and/or member of management to discuss.

Signature

Date

Executive Director's Welcome:

Welcome to the Greater Portland Transit District (GP Metro).

You may think that this is just another job but you are partaking in an opportunity to help provide prosperity to the entire community. We provide almost 2,000,000 trips annually to our riders in the Greater Portland Region and every one of those trips is essential to our mission. The work that you have chosen to do aids in the success of our mission to;

Provide a public transportation experience that is frequent, fast, safe and simple.

Whether you drive a bus, work as a fleetcare technician, mechanic or provide the essential customer service and administrative support functions that our agency relies on, you are a part of supporting this mission. Each trip we provide has its own story. Although at times the job can feel thankless, you should know that the services that you help provide are a lifeline to the community. It could be a college student getting back and forth to school to pursue a degree and start their career, or a mother commuting to work to support her family, or a senior citizen that's able to continue to do their own shopping and live independently. Every trip matters.

I hope that you take great pride and satisfaction in the service that you help provide. Making a difference by helping others meet their potential while being good stewards to the environment and taxpayer dollars is something that you should be proud of.

You will make a difference every day but it won't be easy. The job is difficult and challenges should be expected. Please know that as you face these challenges Metro is one team and we support each other. This offer of assistance extends throughout Metro's leadership team. Please never hesitate to ask for help. Our goal is to support employees throughout the organization and to help make their job easier. That starts with me, so please come and see me any time you feel like you need help, my door is always open.

Sincerely,

Glenn Fenton

Executive Director

Waiting for updated Welcome Letter from Glenn

Best regards,

Glenn Fenton
Executive
Director

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INTRODUCTION

a. History and Background

Whether you have just joined our staff or have been at GP Metro for a while, we are confident that you will find a dynamic and rewarding place in which to work, and we look forward to a productive and successful association. We consider the employees of GP Metro to be one of its most valuable resources. This manual has been written to serve as the guide for the employer/employee relationship. There are several things to keep in mind about this manual:

1. It contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit or the applicability of a policy or practice to you, you should address your specific questions to the Human Resource department.
2. Neither this manual nor any other District document confers any contractual right, either express or implied, to remain in GP Metro's employ. Nor does it guarantee any fixed terms and conditions of your employment. Your employment is not for any specific length of time and may be terminated at will with or without cause and without prior notice by GP Metro, or you may resign for any reason at any time.
3. No supervisor or other representative of GP Metro (except the Executive Director) has the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the above.

The procedures, practices, policies, and benefits described herein may be modified or discontinued from time to time. We will inform you of any changes as they occur.

Some subjects described in this manual are covered in detail in official policy documents. *Refer to list of appendices on page 5-6.*

Mission Statement

GP Metro's mission is to: Provide a public transportation experience that is frequent, fast, safe, and simple.

Vision

Be the mobility option of choice that connects people to each other and all the places that make for a full life;
Serve as a foundation of regional prosperity, growing communities, and a healthy environment.

Core Values

- Safety – our highest priority is the safety of our riders, employees, and the public.
- Service – we serve our riders and communities, support our employees, and act in the public interest.
- Simplicity – we do the hard work to make transit easy for all.
- Sustainability – we commit to responsible and equitable practices today to ensure a sustainable and better future.
- Innovation – with imagination and determination we never stop building a better public transportation experience for riders.

EMPLOYMENT

a. Equal Employment Opportunity and Nondiscrimination

GP Metro complies with applicable federal, state, and local laws governing discrimination and equal employment opportunities (EEO). As such, GP Metro provides equal employment opportunities to all employees and applicants for employment without regard to race, color, sex (including pregnancy), sexual orientation or gender identity, physical or mental disability, religion, age, ancestry, national origin, family status, genetic information, veteran status, or other protected status. Please see GP Metro’s Equal Opportunity Program, attached to this manual as *Appendix A* for additional information on GP Metro’s EEO Program.

GP Metro expressly prohibits any form of unlawful employee harassment based on race, color, sex (including pregnancy), sexual orientation or gender identity, physical or mental disability, religion, age, ancestry, national origin, familial status, genetic information, veteran status or other protected status.

For information on how to file a complaint regarding equal employment opportunities or discrimination, please see *Appendix B*.

b. Commitment to Diversity, Equity, and Inclusion

GP METRO strives to develop, cultivate and preserve diversity, equity, and inclusion (DEI). Each employee’s individual life experiences, differences, innovations, talent, knowledge, and self-expression are unique and play a significant part in GP METRO’S culture, reputation, and achievements. Therefore, we embrace our employees’ differences that make them unique.

Our commitment to DEI is to ensure DEI initiatives are ingrained into all aspects of employee experiences to have a positive and respectful impact on recruitment, employee performance, and engagement throughout the agency.

c. Employee Classification Categories

The following is intended to help employees understand employment classifications and

employees' employment status and benefit eligibility.

All employees are designated as either non-exempt or exempt under state and federal wage and hour laws.

Non-exempt employees are employees who are entitled to overtime pay in compliance with state and federal wage and hour laws.

Exempt employees are those who are not eligible for overtime pay in compliance with state and federal wage and hour laws.

GP Metro has established the following categories for both non-exempt and exempt employees:

- Regular, full time: Employees who are not in a temporary status and who are regularly scheduled to work GP Metro's full-time schedule of at least 30 hours per week. Generally, these employees are eligible for the full benefits package, subject to the terms, conditions, and limitations of each benefits program.
- Regular, part time: Employees who are not in a temporary status and who are regularly scheduled to work less than the 30 hours each week. Regular, part-time employees are eligible for some of the benefits offered by GP Metro subject to the terms, conditions, and limitations of each benefits program.
- Temporary Employees: Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work less than GP Metro's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary workers are not eligible for GP Metro's benefits

d. Introductory Period

All non-union employees shall be subject to a 90-day introductory period which 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. This introductory period may be extended by GP Metro at its discretion if further time is necessary to consider an employee's performance. Successful completion of an introductory period does not alter an employee's status as an employee at will. The introductory period for union employees is 80 days.

e. Outside Employment

Employees are permitted to engage in outside work or to hold other jobs, subject to certain restrictions as outlined below.

Activities and conduct away from the job must not compete with, conflict with, or

compromise GP Metro's interests or adversely affect job performance and the ability to fulfill all job responsibilities. Employees are prohibited from performing any services for customers on nonworking time that are normally performed by GP Metro. This prohibition also extends to the unauthorized use of any GP Metro tools or equipment and the unauthorized use or application of any confidential information. In addition, employees are not to solicit or conduct any outside business during paid working time.

Employees are cautioned to carefully consider the demands that additional work activity will create before accepting outside employment.

f. Employee Personnel Files

Employee files are maintained by the Human Resources Department and are confidential. Managers and supervisors may only have access to personnel file information on a need-to-know basis.

Personnel file access by current employees and former employees upon request will be allowed in accordance with Maine law.

g. Remote Work (Working Offsite)

Remote work for certain positions may be established under emergency conditions. Under non-emergency conditions, remote work is available to employees who can demonstrate output when working offsite. Employees working offsite must clear this with their supervisor ahead of time and are responsible for demonstrating output when outside work is being accomplished.

When working remotely, non-exempt employees are expected to be available and communicative during scheduled working hours as if they were on-site. This includes taking any required lunches and rest breaks and accurately reporting all work time. Non-exempt employees must seek managers' approval before working outside their regular scheduled work time. Failure to follow this remote work policy may result in a revocation of remote work privileges.

Remote work is not designed to be a replacement for appropriate child care or dependent care. Although an individual employee's schedule may be modified to accommodate dependent care needs, the focus of work must remain on job performance and meeting business demands. Non-exempt employees are expected to arrange alternative work hours with their manager to accommodate dependent care, and/or use earned time off to cover dependents' appointments or other obligations.

Remote work is a privilege, not a right: GP Metro employees may be required to work in person for any reason.

h. Employee Travel and Reimbursement

Employees will be reimbursed for reasonable expenses incurred when directed to travel as part of their position. **See Appendix C-Travel Policy**

GP Metro prefers that employees who have local travel utilize the company vehicle. Those employees who are unable to use GP Metro's vehicle, or have permission to use their personal automobile for authorized local business use, will be reimbursed at the established rate set forth by the IRS. Employees seeking reimbursement for either local or extended travel should incur the lowest reasonable travel expenses and exercise care to avoid the appearance of impropriety.

If a circumstance arises that is not specifically covered by this manual, the most conservative course of action should be adopted. Travel for staff must be authorized in advance. Employees should verify that planned travel is eligible for reimbursement before making travel arrangements. Upon completion of the trip, and within 30 days, the traveler must submit all receipts for reasonable expenses such as meals, tolls, parking, flights, and other approved expenses.

Employees will be paid for travel time in accordance with federal and state laws.

i. Internal Transfers and Promotions

Employees with more than twelve months of service may request consideration to transfer to other jobs as vacancies become available and will be considered along with other applicants. At the same time, GP Metro may initiate transfers of employees between departments and facilities to meet specified work requirements and reassignment of work requirements.

GP Metro may offer employees promotion to higher-level positions when appropriate and when in the best interests of the agency.

j. Separation of Employment

Separation of employment can occur voluntarily or involuntarily. Employees are employed on an at-will basis, and GP Metro reserves the right to terminate an employee at any time.

- **Voluntary Resignation:** Although we hope your employment with us will be a mutually rewarding experience, we understand that varying circumstances cause employees to voluntarily resign from employment. Resigning employees are encouraged to provide two weeks' notice, preferably in writing, to facilitate a smooth transition out of the organization. Management reserves the right to provide an employee with two weeks' pay in lieu of notice in situations where business needs warrant such action. If an employee provides less notice than requested, the employer may deem the individual to be ineligible for rehire depending on the circumstances regarding the notice given.

- Involuntary – refer to discipline section on page 24.

A separating employee must return all GP Metro property at the time of separation, including uniforms, cell phones, keys, PCs, parking passes, and identification cards. Health insurance terminates the last day of the last month of employment, unless an employee requests immediate discharge of benefits. Information for Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided to separating employees.

Separating employees are required to pay their share of all premiums associated with their elected benefits through the end of the month. GP Metro will deduct a separating employee's regular benefit premiums from their last paycheck unless paid in advance.

WAGES, HOURS, AND BENEFITS

a. Compensation

Total compensation is made up of base salary and benefits. Salary is set by the Collective Bargaining Agreement for Union employees and the Non-Union Salary Plan, approved by the Board of Directors in June 2022. Please reference Appendix J for more information.

Non-cash compensation includes the following:

- Benefits package – Competitive benefits package as listed in the Benefits section of this manual.
- Retirement – Competitive retirement benefits as listed in the Benefits Section of this manual.

b. Payment of Wages

The pay period is weekly and runs from Sunday to Saturday. Employees receive pay on Thursdays through direct deposit. If the normal payday falls on a District-recognized holiday, paychecks will be distributed through direct deposit one workday before the holiday.

If an employee's marital status changes or the number of exemptions previously claimed increases or decreases, a new Form W-4 must be submitted to the Human Resource department.

c. Time Reporting

A work hour is any hour of the day that is worked and should be recorded to the nearest tenth of an hour for non-exempt employees. The workday is defined as the 24-hour period starting at 12:00 a.m. and ending at 11:59 p.m. The work week covers seven consecutive days beginning on Sunday and ending on Saturday.

Employees will submit their timesheet weekly as directed by their supervisor. Each employee is to maintain an accurate daily record of his or her hours worked. All absences from work schedules should be appropriately recorded.

d. Breaks

Employee breaks are important to GP Metro's productivity and employee health. Non-union employees who work at least 6 consecutive hours will be provided a scheduled break not to exceed 30 minutes.

Exempt employees, may choose to take breaks as needed. Non-exempt employees are permitted a 15-minute rest break for each four hours of work. Non-exempt employees on rest breaks are not required to clock in and clock out because this time is considered "time worked" and is compensable.

e. Lactation/Breastfeeding

An employee who is breastfeeding her child will be provided reasonable break times as needed to express breast milk. GP METRO will ensure the employee has a private area for expressing breast milk that is not a bathroom and is shielded from view and free from intrusion by other people. A refrigerator is available for the storage of breast milk. Any breast milk stored in the refrigerator must be labeled with the name of the employee. Any nonconforming products stored in the refrigerator may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage or refrigeration and tampering.

Nursing mothers wishing to use a certain location to express breast milk must contact the Human Resources Department. Employees who work off-site or in other locations will be accommodated with a private area as described above.

Breaks of more than 20 minutes in length will be unpaid, provided that the employee is completely relieved from duty, and the employee should indicate this break period on her time record.

f. Overtime Pay (non-exempt employees)

Non-exempt employees who exceed 40 hours of actual work time in a work week or who work on a holiday will be paid time and one half in accordance with federal and state wage and hour laws. PTO days do not apply toward time worked for the purpose of calculating overtime.

Supervisors are required to obtain approval from managers prior to incurring overtime. Employees who anticipate the need for overtime to complete the week's work must notify the supervisor in advance and obtain approval before working overtime hours. During busy periods employees may be required to work overtime hours.

g. Temporary Detail Pay

Temporary detail is when an employee is assigned to perform the duties associated with a classification of a higher pay rate than that of the employee's classification. The employee performing such duties shall receive a temporary increase in pay of 10% of their current wages. Temporary detail must be defined in writing and state an effective start date and end date. Temporary detail shall be the date that the employee began performing the higher-level duties consistently. Temporary detail should last no longer than six months. Only in some exceptions will temporary detail be extended; any extensions of temporary detail must be approved by Human Resources.

h. Medical, Dental, Vision and Group Life Insurance

GP Metro currently offers regular, full-time employees, scheduled to work a minimum of 30 hours per week insurance benefits. Enrollment in medical, group life, dental, and vision insurance coverage options will be the on the first of the month following the date of hire. GP Metro's group life is our employer-paid basic group term life policy along with an accidental death and dismemberment policy. Each policy generally pays a death benefit of 1X the annual salary of the employee. Employees with schedules less than 40 hours will have prorated benefit options according with their regularly set schedule.

GP Metro recognizes the importance of domestic partnerships and extends health, dental, and vision benefits to domestic partners with a notarized Domestic Partnership Affidavit. See Human Resources for more information.

Employees have up to the 1st of the month following their date of hire to make medical, dental, and vision plan elections. Once made, elections are fixed for the remainder of the plan year unless the employee has a qualifying event. Please contact the Human Resources Department to determine if a family status change qualifies under the Plan document and IRS regulations.

At the end of each calendar year during open enrollment, employees may change medical, dental, and vision plan elections for the following calendar year.

Any employee who has been participating in GP Metro's health insurance plan, or any new employee joining GP Metro may elect to drop his or her coverage in GP Metro's health insurance plan with proof of other coverage during open enrollment or for a qualifying event. Any such eligible employee who provides documentation that they and their family (if appropriate) are covered by health insurance elsewhere (i.e., outside the agency), will be entitled to receive a reimbursement of 50% of the single employee premium cost. Any such reimbursement is considered taxable income and shall be paid to the employee in their regular paycheck.

Any employee hired before January 1, 2022, who has been participating in GP Metro's health insurance, has reached the age of 62, and has been employed by GP Metro for 20 years or more and wishes to retire before the age of 65, may elect to have GP Metro pay the full cost of their health insurance until they reach the age of 65.

For more information regarding benefit programs, please refer to GP Metro's Summary Plan Descriptions, which were provided to employees upon hire or contact the Human Resources Department.

i. Short-Term Disability Benefits

GP Metro's short-term disability plan is a benefit that provides partial pay for employees who are unable to work due to illness, injury, or disability not related to work. For illnesses after an absence of more than seven consecutive calendar days, benefits begin on the eighth day of disability and continue for related absences up to a maximum of 26 weeks. For injuries, benefits begin on the day of disability due to the injury and continue for up to 26 weeks. Employees will not be able to return to work without submitting a note from a physician or licensed health care professional authorizing the employee's return to the Human Resources Department. Any time spent on short-term disability counts as part of the employee's FML leave.

j. Long-Term Disability Benefits

GP Metro offers eligible employees (i.e., regular full-time employees who are regularly scheduled to work a minimum of 40 hours per week) a long-term disability (LTD) base plan. Eligible employees are enrolled on the 1st of the month following the date of hire. Long-term disability coverage terminates on the last day of employment unless there is an approved claim prior to termination.

Employees on approved leave (e.g., short or long-term disability, worker's compensation, unpaid, etc.) must continue to pay GP Metro for the employee's share of premium costs for benefits. Employee are required to pay their share of premium costs on a monthly basis while on leave. GP Metro will terminate benefits in the event any required payment is 30 days past due.

k. 401A/457 Plan

GP Metro has a defined contribution retirement plan under Section 401a of the Internal Revenue Code, "covers" all or is "available" to all since it is voluntary which covers all full-time employees.

A vesting schedule determines how and when an employee gains full ownership of GP Metro's match dollars in the 401A.

Non-Union Employees - No vesting schedule, 100% vested immediately.

Union Employees - Five- year vesting schedule - 1 year 20%, 2nd year 40%, 3rd year 60%, 4th

year 80%, and 5th year 100%

GP Metro participates in a deferred compensation retirement plan available to all full-time employees on a voluntary basis under section 457 of the Internal Revenue Code. Employees may contribute up to the current amount permitted of their compensation to the plan and employee contributions are made on a pre-tax basis.

Non-Union Employees– Required period of service is waived

Union Employees – Required period of service is 60 days from date of hire

Both plans are administered by the Mission Square out of Washington D.C. Funds are invested under the exclusive direction of the employee within the funds offered by Mission Square. Further details about the Plan may be obtained from the Human Resources Department and the Plan document.

l. Tuition Assistance

GP Metro will reimburse up to a maximum of \$4,000 per year, per employee, subject to available funding, for continuing education through an accredited program that either offers growth in an area related to the agency growth or future growth. A written request for reimbursement must be submitted to the Human Resources Department at least 30 days before the course begins. Courses include college credit courses, continuing education unit courses, seminars, and certification tests. Employees must earn a passing grade of “80” or its equivalent or obtain a certification to receive any reimbursement. Expenses must be validated by receipts, and a copy of the final grade card or certification must be presented to show hours or certification received.

Any questions or comments regarding tuition assistance should be directed to the Human Resources Department.

m. Agency Funded Training and Professional Development

GP Metro encourages and supports employees’ training within their current positions. GP Metro will cover the cost of training, certifications, and educational programs for a clear and direct agency interest.

The department heads must approve training. It must not interfere with employees’ ability to perform their complete duties and responsibilities unless approved by the department heads and in coordination with Human Resources. Eligible employees must be employed for one year or more and have satisfactory job performance.

Examples suitable include, but are not limited to:

- Professional exams.
- Exam preparation courses.

- Certification programs and credentials related to job functions within GP Metro's scope of work.

Courses must be approved and offered by an accredited institution, including e-learning.

This program is subject to sufficient funding available within applicable budgets. Employees who fail to complete or pass the approved program will be required to repay GP Metro for the cost of the program and any applicable fees. If an employee cannot compensate the agency, a reasonable payroll deduction plan will be implemented. If the program is mandated as part of a PIP, the employee will not be required to reimburse the agency but may be subject to other corrective action as appropriate.

n. Employee Assistance Program (EAP)

Through the Employee Assistance Program (EAP), GP Metro provides confidential access to professional counseling services. The EAP, available to all employees and their immediate family members, offers problem assessment, short-term counseling, and referral to appropriate community and private services.

The EAP is strictly confidential and is designed to safeguard an employee's privacy and rights. Contacts to and information given to the EAP counselor may be released to GP Metro only if requested by the employee in writing. There is no cost for an employee to consult with an EAP counselor. If further counseling is necessary, the EAP counselor will outline community and private services available. The counselor will also let employees know whether any costs associated with private services may be covered by their health insurance plan. Costs that are not covered are the responsibility of the employee.

Through Anthem, the employee is entitled to up to three free visits per year, per issue, as well as to the employee's family members in their household. Employees also have access to many other resources listed on the website. Employees may reach out by calling 800-647-9151 or logging into anthemEAP.com and log into MMEHT.

For more information, and to obtain pamphlets for detailed information, please contact the Human Resources Department.

o. METRO Transit Pass

Active employees are entitled to free bus service and only need to show their Employee ID Badge to the bus operator. Retired employees are eligible for a free bus pass upon request.

LEAVE OF ABSENCE

Employees on approved leave (e.g., FMLA, short or long-term disability, worker's compensation, unpaid, etc.) are responsible for making payment for their portion of weekly benefit premiums, including, but not limited to: health insurance, dental insurance, vision, disability insurance, etc. Failure of the employee to keep current with benefit premiums as

applicable may result in termination of benefits/coverage. Employees should inform the Human Resources Department as to how they wish to pay for their portion of benefit premiums while on leave, which may include monthly invoicing or use of PTO to cover weekly premiums due.

a. Family and Medical Leave

Employees are entitled to family and medical leave under the federal Family and Medical Leave Act of 1993 (“FMLA”) or the Maine Family Medical Leave law when they meet all of the eligibility requirements of these laws. As used in this manual, “family and medical leave” or “FML” means leave available under both the federal and state laws.

1. The Federal Employee Eligibility Periods

Employees who have been employed for at least 12 months and have worked at least 1,250 hours in the previous 12 months are eligible for FMLA leave under the federal law.

There are two types of eligibility periods under the federal law as described below.

1.1. 12-Month Period for Birth, Adoption or Foster Care; Serious Health Condition Purposes; Qualifying Exigency

There is a 12-month eligibility period for 12 weeks of FMLA leave taken for the following qualifying purposes:

1. Birth and care of the newborn child of the employee;
2. Placement with the employee of a son or daughter for adoption or foster care;
3. Care for an immediate family member (spouse, child, or parent) with a serious health condition;
4. Medical leave when the employee is unable to work because of a serious health condition; or
5. Qualifying exigency leave for an employee whose spouse, child or parent is a regular member of the Armed Forces on covered active duty deployed to a foreign country or a reserve member of the Armed Forces (including National Guard) on a covered active duty deployed to a foreign country under a call or order to active duty in a contingency operation.

The 12-month period used to determine employee eligibility for FMLA for the purposes described above shall be the 12-month period measured forward from the date any employee’s first leave begins.

1.2. Federal 12-Month Period for Military Caregiver Leave

There is a separate 12-month period for employees eligible for military caregiver leave of up to 26 weeks. Such leave may be taken to care for a spouse, child, parent or next of kin of an eligible service member or veteran with a serious injury or illness. This leave is calculated from

the first day that leave is taken for this purpose and does not track GP Metro's designated 12-month FMLA tracking period as described above. Any military caregiver leave that is not taken within the specific 12-month period is forfeited. This leave period may overlap with the usual 12-month leave period designated by GP Metro and in certain circumstances, this may impact the employee's eligibility to take other types of FMLA leave.

2. Maine Requirements

2.1. Employee Eligibility

Employees who have been employed for at least 12 consecutive months are eligible for leave under the Maine Family Medical Leave law.

2.2. Leave Amount and Eligibility

The amount of family and medical leave available to employees under the Maine law is 10 work weeks in any two-year period.

2.3. Qualifying Purposes

Leave may be used for the following qualifying purposes:

1. Serious health condition of the employee;
2. Serious health condition of the employee's spouse, domestic partner, child (or child of domestic partner), grandchild (or grandchild of domestic partner), parent or sibling;
3. Birth of the employee's child or child of his/her domestic partner;
4. Placement of a child 16 years of age or younger with the employee or the employee's domestic partner for adoption;
5. Donation of an organ for human transplant by the employee;
6. Death or serious health condition of the employee's spouse, domestic partner, parent, sibling or child as a member of the state military forces or United States Armed Forces (including National Guard and Reserves) while on active duty.

3. Notice by Employee

Employees requesting FML shall provide at least 30 days' notice to GP Metro whenever the need for such leave is foreseeable. The employee shall provide appropriate medical certification (or other certification appropriate to the particular request) supporting the leave request.

When GP Metro has reason to believe that an employee is or will be absent for an FML-qualifying purpose, GP Metro will request the appropriate information from the employee to determine the employee's eligibility for FML.

4. Coordination with Other Leave

When leave is taken that qualifies both as FML and as permitted leave under a collective bargaining agreement or this manual, the employee shall use FML and the other type of leave concurrently, provided that the employee meets all of the eligibility requirements for each type of leave.

5. Fitness for Duty Certificate

Before returning to work, employees taking FML for their own serious health condition shall submit a certificate from a health care provider indicating that they are able to return to work and perform the essential functions of the position.

b. Military Leave of Absence

If employees require time off from work to fulfill military duties, they will be treated in accordance with applicable requirements of state and federal laws. Employees are expected to notify their supervisor and provide a copy of their orders as soon as possible.

Family Military Leave

In accordance with Maine law, employees who have been employed for at least 12 months and have worked 1,250 hours or more in the past 12 months are entitled to unpaid leave for up to 15 days per deployment (immediately before, after or during) if their spouse, domestic partner, or parent is deployed for military service as defined in Maine law. An employee who believes they may be eligible for such leave should contact Human Resources for more information on request procedures.

c. Victims of Violence Leave

Maine law provides that employees who are victims of violence may request unpaid leave to take care of certain necessary business. Employees who have questions about such leave should request more information from Human Resources.

d. Personal Leave of Absence

Employees who require time off in addition to paid leave may request a personal leave of absence without pay for up to a maximum of 30 days and must be approved by the Executive Director. An extension may be approved in limited circumstances.

All regular employees employed for a minimum of 90 days are eligible to apply for an unpaid personal leave of absence. Job performance, absenteeism, and departmental requirements will all be taken into consideration before a request is approved.

Please contact Human Resources for more information on request procedures.

The employee must return to work on the scheduled return date or be considered to have

voluntarily resigned from his or her employment. Extensions of leave will only be considered on a case-by-case basis.

e. Bereavement Leave

An employee who wishes to take time off due to the death of an immediate family member should notify his or her supervisor immediately.

Bereavement leave will be granted unless there are unusual business needs or staffing requirements. Paid bereavement leave is granted according to the following schedule:

- Employees are allowed five (5) working days of paid leave in the event of the death of the employee's spouse, domestic partner, child, parent, stepfather, stepmother, stepbrother, stepsister, stepchildren.
- Employees are allowed three (3) working days because of the death of the employee's father-in-law, mother-in-law, brother, sister, sister-in-law, brother-in-law, grandparent, or other relative living in the household of the employee.
- Employees are allowed one (1) working day because of the death of an aunt, uncle, nephew, or niece.

It is intended that this time off be used for the purposes of handling necessary arrangements, and travel and attendance at the services.

At the discretion of the employee's Department Head, employees may use sick leave to supplement bereavement leaves.

f. Jury Duty

Upon receipt of notification from the state or federal courts of an obligation to serve on a jury, employees must notify their supervisor and provide a copy of the jury summons. GP Metro will pay the difference between the amount the employee is paid for jury duty and the amount they would have received had they worked. An employee excused or released from jury service during their regular workday shall return to work.

g. Holidays

GP Metro recognizes thirteen paid holidays each year for employees. Union employees refer to CBA for list of paid holidays.

- New Year's Day
 - Martin Luther King Jr. Day
 - Presidents Day
 - Patriot's Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Juneteenth
 - Indigenous People's Day
 - Veterans Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Day
- Regular part-time employees will receive four (4) hours of holiday pay.
 - Regular full-time employees working 30 - 37.5 weekly will receive eight (8) hours of holiday pay
 - Regular full-time employees working greater than 37.5 per week will receive ten (10) hours of holiday pay

Should a holiday fall on a weekend, the holiday will be observed on the work day closest to the holiday. Employees who work on a holiday will receive premium pay at 1.5 times their current hourly rate of pay.

Time off may be granted to employees who desire to observe a religious holiday that is not recognized by GP Metro.

h. Paid Time Off (PTO)

GP Metro believes that employees should have opportunities to enjoy time away from work to help balance their lives and recognizes that employees have diverse needs for time off from work. GP Metro has established this Paid Time Off (PTO) policy to meet those needs. The benefits of PTO are that it promotes a flexible approach to time off. Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves if there is a need to cover vacation, illness or disability, appointments, emergencies, or other situations that require time off from work.

All regular full-time employees are eligible for paid time of (PTO) benefits. Full-time employees scheduled to work less than 40 hours per week will earn PTO on a prorated basis.

In accordance with the Maine's Earned Paid Leave law, employees working less than 30 hours per week on a regular basis, and temporary employees (not contracted through a staffing agency), will earn 1 hour of paid leave for every 40 hours worked in one year of employment beginning with the first day of employment, up to a maximum of 40 hours per year. Such employees may not use this paid leave until they have been employed for 120 calendar days. This paid leave may not be used before it is earned and must be taken in 1-hour increments. The requirements outlined below under "Use and Scheduling of PTO" shall apply to use and scheduling of this paid leave.

General PTO Rules for Regular Full and Part-Time Employees

PTO is front loaded upon hire or transfer into a full-time position.

PTO is based on years of service.

The number of employees utilizing non-emergency PTO at any given time may be restricted due to GP Metro's operational needs.

PTO will be paid at the employee's base rate at the time the leave is taken.

PTO pay is not included in overtime calculation.

If a holiday falls during the employee's time, the day will be charged to Holiday pay rather than to PTO pay.

Leave taken beyond an employee's available PTO may be unpaid unless otherwise required under state or federal law.

Credit and Payment of PTO for Regular Full-Time and Part-Time Employees

PTO benefits are based upon paid hours up to 2,080 hours per year, excluding overtime. As noted above, employees working less than 40 hours per week and at least 30 per week will earn PTO hours on a prorated basis. PTO is credited according to years of service (see table below). Employees become eligible for the next level of PTO on the first day of the pay period in which the employee's anniversary date falls.

Years of Service (YOS)	Annual PTO Hours	Max PTO Hours Cap*
1	140	140
2 - 4	180	300
5 - 9	220	350
10 and greater	300	380

Use and Scheduling of PTO

Employees are required to use available PTO when taking time off from work with the exception of an agency- required absence due to low workload or absences occasioned by the agency. PTO may be taken in increments of as low as one- quarter hour. However, PTO may not be used for missed time because an employee reports late to work, except during inclement weather.

Whenever possible, PTO must be scheduled in advance. PTO is subject to supervisory approval, department staffing needs, and established departmental procedures. Unscheduled absences will be monitored. An employee will be counseled when the frequency of unscheduled absences adversely affects the operations of the department. A supervisor may request appropriate documentation demonstrating the necessity of using PTO for emergency purposes if an employee requests such leave for three (3) consecutive days or more.

When PTO is used, an employee is required to request payment of PTO hours according to his or her regularly scheduled workday. For example, if an employee works a 6 hour day, he or she would request 6 hours of PTO when taking that day off. PTO is paid at the

employee's base rate. PTO is not part of any overtime calculation.

Employees may not borrow from their PTO banks. Therefore, no advance leave will be granted.

i. PTO for Employees who Transition from Union to Non-Union Positions

Union employees transitioning to a non-union position will receive PTO frontloaded, aligning with the employee's years of service to the agency. PTO, vacation, and sick time earned as a union employee will not be carried over into the non-union position, they will be forfeited. Employees who return to their union position will have their lost time restored to them minus any time they have used as a non-union employee.

j. Payment Upon Termination

If an employee has been employed by the agency for less than five years, they will be paid upon resignation, separation, or retirement for 50% of unused PTO to be paid upon termination. Employees who have worked for the Agency for five years or more will receive 100% of their unused PTO time. Employees who work less than 1 year will not be paid for any PTO time.

EMPLOYEE CONDUCT AND WORK RULES

a. Dress Code

It is important for all employees to project a professional image while at work by being appropriately attired. GP Metro employees are expected to wear neat, and clean clothing appropriate for their workplace and position. Non-union employees should also adhere to the following standards for workplace attire:

- Business casual is acceptable. Jeans are acceptable on an occasional basis as long as the employee will have limited or no contact with the public and they do not consist of stains or holes and are appropriate for business casual attire.
- Natural and artificial scents may become a distraction from a well-functioning workplace and can cause medical issues with those who have scent allergies and are also subject to this policy. Employees shall not wear heavy scents and must keep them to a minimum.

Employees are expected to demonstrate sound judgment regarding attire and appearance. Management reserves the right to determine appropriateness. Any employee who is improperly dressed will be counseled or, in severe cases, may be sent home to change clothes. Any such time for non-exempt employees is unpaid. Continued disregard of this policy may be cause for disciplinary action, which may result in discharge.

b. Drug-Free Workplace

GP Metro has a longstanding commitment to provide a safe and productive work environment. Alcohol and drug abuse pose a threat to the health and safety of employees and to the security of our equipment and facilities.

For these reasons, GP Metro is committed to the elimination of drug and/or alcohol use and abuse in the workplace. Employees will be required to receive a copy of GP Metro's Drug Free Workplace Policy, which is attached to this manual as Appendix D

All staff in a safety sensitive position will be subjected to pre-employment drug screenings and random drug and alcohol in accordance with GP Metro's Drug and Alcohol Testing Policy, which is attached to this manual as Appendix E.

c. Harassment and Sexual Harassment

Employees may not physically, psychologically, or verbally harass another individual. Harassment is disruptive and can interfere with business. Such actions create an intimidating or offensive environment, reduce productivity, and in certain circumstances may be against the law.

Sexual harassment is unlawful and against GP Metro policy. Sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, and any other verbal or physical conduct of a sexual nature. Sexual harassment occurs when submission to or rejection of unwanted sexual conduct is used as the basis for employment decisions, or when unwelcome sexual conduct creates an intimidating, offensive or hostile working environment.

Examples of sexual harassment include:

- Sexual touching, advances or propositions;
- Verbal abuse of a sexual nature;
- Graphic or suggestive comments about an individual's dress or body;
- Sexually degrading words to describe an individual; and
- Display in the workplace of sexually suggestive objects or pictures, including nude photographs.

If you believe you have been the subject of harassment because of the actions of a supervisor, another employee or a non-employee, immediately report the incident to your supervisor.

All complaints will be investigated in accordance with the complaint procedure in Appendix B.

d. Workplace Bullying

GP Metro does not tolerate workplace bullying. "Workplace bullying" means intentional behavior that a reasonable person would expect to interfere with an employee's work

performance or ability to work. Generally, workplace bullying will involve repeated conduct; however, a single incident of egregious conduct could constitute workplace bullying.

To file a complaint regarding workplace bullying, follow the complaint procedure in Appendix B.

e. Violence in the Workplace

All employees, customers, vendors, and business associates must be treated with courtesy and respect at all times. Employees are expected to refrain from conduct that may be dangerous to others. Conduct that threatens, intimidates, or coerces another employee, customer, vendor, or business associate will not be tolerated. GP Metro does not tolerate any violence in the workplace.

GP Metro resources may not be used to threaten, stalk, or harass anyone at the workplace or outside the workplace. GP Metro treats threats coming from an abusive personal relationship as it does other forms of violence.

Indirect or direct threats of violence, incidents of actual violence, and suspicious individuals or activities should be reported as soon as possible to a supervisor, Human Resources, or any member of management. When reporting a threat or incident of violence, the employee should be as specific and detailed as possible.

Employees should not place themselves in peril, nor should they attempt to intercede during an incident. Employees should promptly inform the Human Resources Department of any protective or restraining order that they have obtained that lists the workplace as a protected area. Employees are encouraged to report safety concerns with regard to intimate partner violence. GP Metro is committed to supporting victims of intimate partner violence by providing referrals to GP Metro's employee assistance program (EAP) and community resources and providing time off for reasons related to domestic violence.

To file a complaint regarding violence in the workplace, follow the complaint procedure in Appendix B.



f. Safety

Safety is a core value of GP Metro, and managing safety is a core business function of the authority/agency. GP Metro is committed to developing, implementing, maintaining, and continuously improving processes to ensure the safety of its customers, employees, and the public. GP Metro will use its formal Agency Safety Plan and supporting processes to direct the prioritization of safety and allocate its organizational resources – people, processes, and technology – in balance with its other core business functions. GP Metro aims to support a robust safety culture, and achieve the highest level of safety

performance, meeting all established safety standards. GP Metro's Agency Safety Plan is attached to this manual. *Please refer to Appendix G*

Employees are advised of the following general obligations:

- i. All levels of management and all frontline employees are accountable for the delivery of the highest level of safety performance, starting with the Executive Director of GP Metro.
- ii. Each employee has the responsibility to identify and familiarize her/himself with the emergency plan for his/her working area. Each department and/or facility shall have posted an emergency plan detailing the procedures in handling emergencies such as fire, weather-related events, and medical crises.
- iii. It is the responsibility of the employee to complete an Accident and Incident Report for each safety and health infraction that occurs by an employee or that the employee witnesses. Failure to report such an infraction may result in employee disciplinary action, including discharge. To report an injury or incident, the employee must inform their supervisor, fill out the Incident Report with their supervisor, and contact the Human Resources Department immediately. If the injury requires medical attention, the employee is required to see the GP Metro provider. If it is an emergency, emergency services should be called.


Furthermore, management requires that every person in the agency assumes the responsibility of individual and organizational safety.

g. Whistleblower Protection for Reports of Violations of Law or Unsafe Conditions

An employee who, in good faith, believes that GP Metro has violated federal or state laws, rules or regulations, or who believes that a condition or practice of GP Metro puts at risk the health or safety of that employee or other individuals should, as soon as practicable, report the violation or unsafe condition in writing to the Human Resources Department.

Pursuant to the requirements of Maine's Whistleblower Protection Act, GP Metro will not discriminate against any employee in regard to compensation or terms and conditions of employment for making such a report, or for making a subsequent report to a governmental agency with authority over GP Metro. GP Metro will not retaliate against any employee for participating in an investigation, hearing, inquiry, or court action addressing complaints of violations of law or unsafe conditions.

h. Smoking

Smoking, vaping, or any other tobacco products are not permitted in Metro's facilities or vehicles by any employee, contractor, or visitor. The exterior designated area for smoking is outside of the Maintenance Department in the parking lot.  Smoke breaks should not interfere with any employee's work or work schedule.

i. Confidentiality

All employees of GP Metro are required to maintain strict confidentiality in all work-related matters, including after leaving employment with GP Metro. Confidential GP Metro records and correspondence, any information about potential, current, or former customers of GP Metro, or other pertinent materials shall not be removed from GP Metro premises or disclosed without written permission from the employee’s supervisor. All inquiries from the media must be referred to the Executive Director or Marketing Director.

j. Conflicts of Interest

Employees must avoid any relationship or activity that might impair, or even appear to impair, their ability to make objective and fair decisions when performing their jobs. At times, an employee may be faced with situations in which business actions taken on behalf of GP Metro may conflict with the employee’s own personal interests. District property, information, or business opportunities may not be used for personal gain. Employees with a conflict-of-interest question should seek advice from management. Before engaging in any activity, transaction, or relationship that might give rise to a conflict of interest, employees must seek review from their manager or the Human Resources Department.

No employee, officer, director, or agent of GP Metro shall participate in the selection, award, or administration of a contract or purchase order if a conflict of interest would be involved. Such conflict would arise when any of the following has a financial or other interest in the firm(s) considered or selected for award:

- I - A GP Metro employee, officer, director, or agent;
- II - Any member of his/her immediate family;
- III - His/her business associate; or

An organization which employs or is about to employ any of the above. A conflict or perceived potential conflict of interest must promptly be reported to the Chief Financial Officer, who will evaluate the conflict and make a decision as to the impact on the procurement process.

k. Employee Relationships

GP Metro wants to ensure that its’ practices do not create situations such as conflict of interest or favoritism. This extends to practices that involve employee hiring, promotion, and transfer. It is for this reason that close relatives, partners, those in a dating relationship, or members of the same household are not permitted to be in positions that have a reporting responsibility to each other. Close relatives are defined as husband, wife, domestic partner, father, mother, father-in-law, mother-in law, grandfather, grandmother, son, son-in-law, daughter, daughter-in law, uncle, aunt, nephew, niece, brother, sister, brother-in-law, sister-in-law, step relatives, cousins, and domestic partner relatives.

If employees begin a dating relationship or become relatives, partners, or members of the same household, and if one party is in a supervisory position, that person is required to inform Human Resources of the relationship.

l. Traffic Violations

Under no condition will GP Metro pay any fine or traffic violation incurred by an employee, whether on work time or not, with or without a GP Metro vehicle. Employees are required to report violations, lapses, or suspension of their license to their supervisor.

m. Gifts

In order to avoid any situation which may give an appearance of improper influence in GP Metro procurement activities, no employee, officer, director, or agent of GP Metro may individually solicit or accept, either directly or indirectly, any gift, gratuity, loan, or other item or service of value from a current or potential vendor or contractor.

Gifts, gratuities, and invitations that are offered to GP Metro employees, officers, director, or agent that are also offered to other businesses or agencies, or the public, can be accepted.

Invitations for business lunches, parties, or similar functions shall be declined if received from bidders or other parties involved in a pending procurement.

n. Employee Solicitation

GP Metro does not permit the solicitation or distribution of materials by non-employees on its premises. Employees may not solicit or distribute materials during work time. The term “working time” does not include an employee’s authorized break time.

o. Emergency Closings

In the event of severe weather, power failure, or other emergency necessitating closing of GP Metro facilities, employees will be notified by telephone and/or e-mail.

p. Visitors

Only authorized visitors are allowed in the workplace. All visitors must enter through the main reception area.

DISCIPLINE

Every employee has the duty and the responsibility to be aware of and abide by GP Metro’s guidelines, policies, and procedures. Employees also have the responsibility to perform their duties to the best of their abilities and to meet the standards as set forth in their job descriptions or as otherwise established.

The following is a non-exhaustive list of conduct or behavior that may result in discipline up to and including termination:

- Conduct that violates the workplace bullying, violence in the workplace, harassment or sexual harassment, equal employment opportunity or other guidelines outlined in this manual.
- Job abandonment (the failure to report to work or contact one's supervisor for three (3) consecutive workdays).
- Not reporting to work and not calling to report the absence is a no-call/no-show and is a serious matter. The first instance of a no call/no show will result in a final written warning. The second separate offense may result in discharge of employment with no additional disciplinary steps. A no call/no show lasting three days is considered job abandonment and may be deemed an employee's voluntary resignation of employment.
- Misconduct that involves dishonesty or a violation of the law, including traffic violations.
- Conduct that violates the smoking guidelines contained in this manual.
- Conduct that violates GP Metro's safety and health guidelines and procedures.
- Conduct that places the employee, a customer, other people, or GP Metro property at risk.
- Representing or speaking on behalf of GP Metro without proper authorization.
- Conduct that violates GP Metro's guidelines regarding personal electronic devices outlined in this manual.
- Unprofessional conduct.
- Insubordination.
- Conduct that violates the guidelines and procedures outlined in this manual.

GP Metro supports the use of progressive discipline to address issues such as poor work

performance or misconduct. Our progressive discipline process is designed to provide a corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues.

Outlined below are the steps of our progressive discipline process. GP Metro reserves the right to combine or skip steps in this process up to and including discharge from employment, depending on the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the conduct and performance issues have on our agency.

The following outlines GP Metro's progressive discipline process:

- Verbal warning: A supervisor verbally counsels an employee about an issue of concern, and a written record of the discussion is placed in the employee's file for future reference.
- Written warning: Written warnings are used for behavior or violations that a supervisor considers serious or in situations when a verbal warning has not helped change unacceptable behavior. Written warnings are placed in an employee's personnel file.
- Performance improvement plan: An employee may be assigned to a performance improvement plan if appropriate to improve required performance. This can be related to a performance review or disciplinary situation. Communication to the employee about the reasons for a performance improvement plan will occur at the time it is put into place. PIP status will last for a predetermined amount of time. Within this time period, the employee must demonstrate a willingness and ability to meet and maintain the conduct and/or work requirements as specified by the supervisor and the agency. At the end of the performance improvement period, the performance improvement plan may be closed or, if established goals are not met, dismissal may occur.
- Discharge: Employment may be terminated based on progressive discipline or based on the severity of a single incident.

The facts and circumstances of each case will determine what action, up to and including discharge from employment, is appropriate. Decisions to terminate employment should be made in consultation with Human Resources. GP Metro reserves the right to determine the appropriate level of discipline for any inappropriate conduct, including oral and written warnings, suspension with or without pay, demotion, and discharge. Employees of GP Metro are employed on an at-will basis, and GP Metro reserves the right to terminate an employee at any time.

a. **Code of Conduct**

GP Metro is committed to upholding the integrity of the organization through effective ethical practices. Ethical conduct on the job involves simply a matter of dealing fairly and honestly with co-workers, managers, board members, vendors, and our ridership. In general, you should avoid any conduct that results in, or gives the appearance of using your employment with GP Metro and relationships with co-workers, board members, or others that are connected to GP Metro for personal gain.

Employees are expected to adhere to the following standards for activity relating to GP Metro at all times. Below are examples and should not be considered all inclusive.

- a. Engage in honest, ethical conduct, including the handling of actual or apparent conflicts of interest between personal and professional relationships.
- b. Comply with applicable governmental laws, rules, and regulations.
- c. Provide prompt and internal reporting of violations of these rules of conduct to their supervisor and Human Resources Department.
- d. Maintain accountability to adherence to this policy.
- e. Treat riders, vendors, and co-workers in a fair and honest manner.
- f. Conduct METRO business with integrity.
- g. Adhere to all work-related written and verbal company policies and instructions.
- h. Maintain a clean and safe work environment.

TECHNOLOGY USE

a. **Electronic Communication and Internet Use**

All agency-supplied technology and agency-related work records belong to GP Metro and not to the employee. GP Metro routinely monitors use of agency-supplied technology. Inappropriate or illegal use of communications may be subject to disciplinary action up to and including discharge of employment. GP Metro's Technology Policy is attached to this manual. *Please refer to Appendix H*

b. **Personal Electronic Devices**

Employees are expected to exercise discretion when making personal phone calls or sending text messages. Excessive personal calls or texting during the workday can interfere with employee productivity, be distracting to others, and hurt the public image of GP Metro.

Any employee driving an Agency owned vehicle or driving their own vehicle while on Agency business, is prohibited from using personal electronic devices. As such, handheld

electronic devices are not to be used at any time when a GP Metro employee is sitting in the driver's seat of a GP Metro vehicle or their own on Agency business, regardless of whether the vehicle is in motion or not.

c. Cell Phone Reimbursement

Employees whose job duties include the frequent need for a cell phone, are required to be on call, or otherwise approved by the Executive Director, may receive a cell phone allowance to cover business-related costs on their personal cell phone. No further reimbursement for cell phone costs is available to employees who receive such an allowance.

- **Eligibility:** Employees eligible for a cell phone allowance generally include department heads, supervisors, and full-time employees whose job duties regularly require emergency call back, irregular work hours, or other job-related factors that require the employee to routinely utilize a cell phone to enhance their ability to perform their job duties. Department heads shall recommend which employees within their departments qualify for a cell phone allowance. The Executive Director shall give final approval on all cell phone allowances.
- **Allowance Amount:** The standard monthly cell phone allowance amount shall be \$40.00.
- **Allowance Payment:** The approved cell phone allowance will be paid on a weekly basis through payroll as a stipend.
- **Employee Responsibilities:** The employee must retain an active cell phone contract as long as a cell phone allowance is in place. The employee must provide their department head and any other necessary personnel with their current cell phone number and immediately notify all parties if the number changes. Employees receiving a cell phone allowance are expected to carry the cell phone on their person both on and off duty and respond when called for Agency business.

If, prior to the end of the cell phone contract, a personal decision by the employee, or employee misconduct, or misuse of the phone, results in the cell phone allowance being discontinued, or the need to end or change the cell phone contract, the employee will bear the cost of any fees associated with that change or cancellation. For example, if an employee resigns, and no longer wants to retain the current cell phone contract for personal purposes, any cancellation charges will be the employee's responsibility.

d. Social Media

GP Metro understands that employees use social media to communicate information and personal interests. We value the rights of employees to access and use these platforms as long as they do not conflict with the values and policies of GP Metro. It is for this reason that GP Metro has established a Social Media Policy attached to this manual as Appendix I.

APPENDIX A: Equal Opportunity Program

APPENDIX B: Complaint Process

APPENDIX C: Travel policy

APPENDIX D: Drug Free Workplace Policy

APPENDIX E: Drug and Alcohol Testing Policy

APPENDIX F: Anti-Harassment and Anti-Discrimination Policy

APPENDIX G: Agency Safety Plan

APPENDIX H: Technology Policy

APPENDIX I: Social Media Policy

APPENDIX J: Non-Union Salary Plan

APPENDIX K: Vacation and Sick Leave- Applies to Employees Hired Before 1/1/2016

a. Vacation

All regular full and part-time employees who were hired before January 1, 2016 and chose to be grandfathered to this policy are eligible for vacation leave benefits. Regular part-time employees will earn vacation on a prorated basis. Regular full-time employees are those working 30-plus hours per week. Vacation accrual begins on the first day of full- or part-time employment. Vacation is accrued according to the schedule in this policy. Vacation can be used only after it is earned. Vacation leave will not be earned during an unpaid leave of absence.

Vacation time must be scheduled with one’s supervisor in advance. The number of employees on vacation at any given time may be restricted due to GP Metro’s operational needs. On or before the first pay period of each calendar year, an employee will receive their annual vacation entitlement in advance.

Employees are required to use at least 50% of their annual vacation allocation each year. The maximum vacation hours any employee may carry over from one year to the next is 240. Accrued vacation in excess of 240 hours that are not used by December 31 of each year shall be lost.

Years of Service	Annual Earned Hours	Equivalent in Weeks
Four months to one year (pro-rated based upon date of employment)	40	One (1) week

Second through 4th year of employment	80	Two (2) weeks
Fifth through Ninth Years of employment	120	Three (3) weeks
Ten to Nineteen Years of employment	160	Four (4) weeks
Twenty to Twenty Ninth years of employment	200	Five (5) weeks
Thirty or more years	280	Six (6) weeks

Vacation will be paid at the employee's base rate at the time the leave is taken. Vacation pay is not included in overtime calculation. If a holiday falls during the employee's vacation, the day will be charged to holiday pay rather than to vacation pay.

Leave taken beyond an employee's available vacation balance may be unpaid unless otherwise required under state or federal law.

If employment is terminated, accrued unused vacation leave earned through the last day of active employment will be paid at the employee's base rate of pay at termination. In the event of the employee's death, earned unused vacation time will be paid to the employee's estate or designated beneficiary.

b. Sick Leave

All full-time, regular employees who were hired before January 1, 2016 and chose to be grandfathered to this policy accrue sick leave from the date of hire, at 5/6 of a day per month, 1.54 hours per week on a weekly basis starting with the first full calendar month of employment, for a total of 10 days per year.

Sick leave may be used for an employee's personal illness, well-care, medical, and dental appointments. Sick leave may also be used for illness and well-care in an employee's immediate family. An employee must have worked or been on authorized leave for 1/2 of the days of that month to earn the sick leave for the month.

Sick leave may be accrued to a maximum of 150 sick leave days. Sick leave may not be used before accrual. If sick leave is exhausted, any available vacation hours will be used in its place. The supervisor may request that the employee provide a statement from a health care provider concerning the justification for an unscheduled absence.

Full-time employees retiring/resigning from GP Metro with at least twenty (20) consecutive years of service shall be compensated for 50% of their accrued sick time with the maximum set at 75 days.



EXECUTIVE COMMITTEE

AGENDA ITEM 5

DATE

August 14, 2024

SUBJECT

South Portland Merger

PURPOSE

Discuss the remaining open items related to Metro's proposal for South Portland to rejoin Metro as a member community.

BACKGROUND/ANALYSIS

On May 7, 2024 Metro staff presented a draft proposal to the South Portland City Council for South Portland to rejoin the Greater Portland Transit District. Most of the elements of that presentation were well received by the City Council with three issues being flagged for further discussion.

1. No Harm to South Portland Employees – South Portland Councilors expressed concern that current South Portland Bus Service employees not lose net compensation and seniority on South Portland bus routes.
2. Control of Transition Expenses – There was a general discussion around the fact that the cost to merge with Metro should not outweigh any estimated savings associated with the merger.
3. No Payback of FTA Funds – The City Council asked that staff get a determination on whether any FTA funds previously awarded to South Portland for capital projects and equipment purchases would need to be paid back to the FTA.

No Harm to South Portland Employees

Metro staff in coordination with South Portland staff have made significant headway in comparing Metro's wage and benefits with those currently received by South Portland employees. The analysis shows that most employees would receive a significant increase in net compensation by joining Metro. With one employee only receiving a marginal increase due to differences in insurance opt out payments.

South Portland HR staff in conjunction with Metro HR staff will be meeting with South Portland Bus Operators one on one on August 15th to discuss individuals benefits and wages under the proposed merger. South Portland will need to deal with a one-time payout of accrued sick time to employees.

In regards to employee seniority, staff are preparing an MOU with Metro's employee union (ATU 714) that would guarantee transferring South Portland employees credit for years of service at South Portland for the purposes of vacation accrual and wage progression. It would also allow South Portland employees to operate on a separate seniority list for South Portland work indefinitely.

Although agreeing to keep South Portland work separate from Metro work will make it challenging to create interlines and other operational efficiencies, it is the only viable pathway to South Portland joining Metro. This issue has been raised repeatedly by South Portland Bus Service employees, the City Manager as well as the Council. ATU 714 has been opposed to any dovetailing of seniority and would not support an agreement that included it. Therefore, the two list solution is the best way to complete the merger.

Once the merger is complete, we will know exactly how many employees actually transfer. This will put staff in good position to devise a plan to work within the limitations of two seniority lists. Additionally, it will give South Portland employees a chance to see how things actually operate at Metro and will increase the possibility that some former South Portland employees willingly join the Metro seniority list (at the bottom).

Control of Transition Expenses

Staff are formulating an estimate of the total one-time costs associated with South Portland joining Metro. These costs include:

- Vehicle/Equipment Acquisition (Depreciated Local Interest)
- Operator Training
- Rebranding South Portland Bus Stops and Buses
- Integration of Customer Information
- Marketing the Change (Public Education Campaign)
- Vehicle Make Ready
- Legal Fees

Currently, staff estimate the total one-time costs associated with merging South Portland's service with Metro's to be between \$300k and \$400k. Based on previous conversations with Maine DOT staff, we believe that the DOT will be able to offer Metro assistance with absorbing these costs. A meeting has been scheduled with DOT staff for August 27th to review Metro's proposal for reimbursement of merger related expenses.

No Payback of FTA Funds

Metro Staff along with South Portland Staff have had several meetings with FTA staff to discuss the logistics of South Portland joining Metro. The outcome of these meetings has been positive. Most importantly the FTA has confirmed that the funding the FTA provided to South Portland for the building of their joint Public Works/Transit facility was for architecture and engineering only and not for construction. As a result, this soft cost is fully depreciated and does not need to be paid back to the FTA. This is very positive news as the payback of the facility construction could

have been a significant expense for South Portland and possibly caused the City Council to vote against joining Metro.

With one exception all other assets with remaining FTA interest will transfer to Metro without issue. South Portland's bus wash was constructed in 2017 and has a ten year useful life. There are three options for dealing with the bus wash:

1. Move the bus wash to Metro's facility. The bus wash is touchless and in good repair. Metro is in need of a new bus wash and has struggled to find a responsive contractor to provide one. Existing grant funding for the bus wash could be repurposed to move the bus wash to Metro.
2. Continue to use the bus wash until the end of its useful life (2027). This is not ideal but Metro could continue to use and maintain the bus wash in order avoid the payback of the remaining federal interest. We would need to investigate at what intervals the FTA would require use in order to keep the asset active
3. Repay the depreciated FTA interest in the bus wash. We estimate the remaining federal interest to be approximately \$60,000 but need to confirm the local match percentage in order to get a final amount.

Staff are exploring all three of these solutions simultaneously in coordination with South Portland staff and will identify and recommend the best solution prior to the next City Council presentation.

Next Steps

Staff will continue to seek to close out the remaining open items in order to meet the deadline for the South Portland's City Council Workshop on September 10, 2024. If the remaining items are addressed to the satisfaction of the City Council, there will be a request to put the Metro merger on the agenda for the City of South Portland's next meeting on September 17, 2024 for action.

FISCAL IMPACT

PRIOR COMMITTEE REVIEW

RECOMMENDATION

This item is for input and discussion.

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ATTACHMENTS

