

December 10, 2025, at 5:00 PM



# STARK AREA REGIONAL TRANSIT AUTHORITY

BOARD OF TRUSTEES  
MEETING

**Stark Area Regional Transit Authority  
Board of Trustees  
November 12, 2025, at 5:00 PM  
Regular Meeting**

Mr. Macala called the meeting to order at 5:05 PM.

**Attendance**

**Board** (Quorum Present)

Ronald Macala (President), James Reinhard (Vice-President), Gregory Blasiman, Rex Morey, Christopher Nichols, and Myra Watkins

**Excused**

NaSheka Combs-Lemon, Margaret Egbert, and Chet Warren

Mr. Morey moved to accept the excused absences. Mr. Nichols seconded the motion; the vote passed unanimously.

**Staff**

Ralph Lee (Interim Executive Director/CEO), Mark Finnicum (Chief Operating Officer), Tammy Marie Brown (Director, HR), Craig Smith (Director, IT), Clayton Popik (Director, Planning), Latrice Virola (Director, Planning), Michael Brand (Interim Director, Finance), Jenna Anderson-Warner (Payroll & Accounting Manager), and Sheila Gines (Executive Assistant)

**Other**

Andrew Burton (Schulman, Roth and Associates CO., L.P.A.)

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**Approval/Correction of Minutes**

*October 22, 2025 – Regular Meeting*

Mr. Blasiman moved to adopt the minutes of October 22, 2025. Mr. Morey seconded the motion, the vote passed unanimously.

**Board Committee Communication & Updates**

- None to report currently.

**Departmental Reports**

- **Transportation & Maintenance**
  - The Board received a paper report of charts from Mr. Finnicum showing ridership for Proline and Proline Plus rides, revenue hours, and rides per

revenue hour. Fixed-route rides for a day and the month. Along with data on Stark State College and Canton City Schools, comparing 2024 and 2025.

- The report data shows Proline rides are up by 6,800 plus rides for the month. 1,000 of those were Proline Plus rides. Fixed route ridership continues to rise we are up about 8,000 from last month. We project that Fixed routes will reach about 1.4 million rides this year, or close to that.
  - We have many initiatives to increase ridership and anticipate 1.5 to 1.7 million rides in 2026 or more.
  - The Canton City School rides have reached 4,400 rides last month. We have had at least 30,000 rides with that partnership this year. We are meeting with Mount Union at the end of the month, and we look forward to a partnership with them as well.
- **Finance**
    - The November sales tax we estimated to receive is going to be about \$20,000 less than we received at this time last year.
- **Planning**
    - We have had several in-depth conversations, both internally and externally, about Proline Plus. I believe we have created a phased timeline for Proline Plus that we would like to continue expanding in 2026. Beginning with the February bid, we will adjust the hours from 7:00 AM – 7:00 PM to 6:00 AM – 8:00 PM, Monday through Friday. At this time, the General Public will be introduced to the expanded service as a pilot in the northwest Stark County area, where Proline has always catered to people with disabilities. Toward the summer of 2026, we will investigate adding Saturdays back to Proline Plus, and in late 2026 or early 2027, we plan to add limited Sunday service using Proline Plus.
- **Customer Relations**
    - We are in discussions with JRC to create a transportation agreement with them and believe it is going well.
    - We met with the Cleveland Clinic (Mercy Hospital) to present several different things to them. Including possibly with transportation and busing. In the discussion, we spoke about bus ads. As a result, they spoke of another transportation need they wanted to discuss at another time. I met with their intake person in the cancer center, and they are having issues getting their patience to their cancer treatment appointments. Based on what was said, Latrice believes SARTA could assist. A second meeting has been scheduled

after speaking with her transportation scheduler, if they would be able to coordinate with SARTA. I believe we will reach an agreement on that.

- As Mark stated, we are meeting with Mount Union about a partnership, and we will also discuss purchasing bus ads.
- We are working with Mesmerize, looking at the sales in the last three (3) years, and have come up with a target number we want to try to hit in 2026. We will create a presentation tailored to the agency we are meeting with, so they can see clearly how their ad would look and how much exposure it would receive on our buses.

- **Information Technology**

- The update on the new Enterprise Resource Planning software replacement (ERP) and the Trapeze EAM and Genfare are now in the middle of our system integration testing. This process has been very taxing, and Craig believes that we will not be able to complete the system integration on time. Craig believes we will need to schedule another week of system integration testing. We will not move to user acceptance testing until we complete system integration. We are not ruling out engaging a new implementation team to complete the process, at no extra cost to SARTA.
- On Sunday, Citizens for SARTA had their fundraiser "Strike up the fun." It was from 3:00 PM to 6:30 PM at AMF Hall of Fame Lanes. There were fourteen (14) raffle baskets, a fifty-fifty raffle. Once the \$5,200 in expenses are deducted from the \$23,923 in total revenue, the total is \$18,723. We were very pleased with the support from SARTA employees and vendors, who came together to raise money for the fund.
- Friendly reminder: Friendly reminder: another event will be held by Citizens for SARTA on Thursday, January 22, 2026, at the Culture Lounge in downtown Canton, at 5:30 PM or 6:00 PM. We would like everyone who can attend to do so. It will be a good time.

- **Human Resources**

- We had a successful Health Fair, with 131 attendees, and at least 14 guest vendors. There was a lunch provided by SARTA and our own John Michael's from finance BBQed the hot dogs and hamburgers.
- This year there was an active healthcare enrollment, which consisted of different tiers to choose from, the open enrollment is now closed. Tammy was happy to report that each employee did their part in the process.
- We have been holding interviews for the CFO position and the Non-CDL Coach Operators, for which we offered seven (7) Non-CDL operators. This will backfill for the five (5) coach operators that will be retiring in January.

- Internal interviews have been conducted for the candidates as the receptionist and a dispatcher positions.
- Tammy and Sheila attended the 111<sup>th</sup> Annual Meeting and Celebration of the Canton Regional Chamber of Commerce, held at the Canton Memorial Civic Center. They made a lot of connections for SARTA throughout the evening.
- **Executive Director/CEO Communications & Updates**
  - Senator Jane Timken toured our facility on October 27<sup>th</sup> and spoke with various employees.
  - E-Team has been riding buses, so they may have frontline knowledge of SARTA's operations. They will continue to do so moving forward.
  - Ralph Lee was appointed to NEFCO from November 5, 2025, through December 31, 2025. Clayton Popik was named the alternate.
  - Ralph, Mark, and Clayton will use the OPTA conference platform to bring awareness to the Citizens for SARTA event in January.
  - SARTA has granted free rides to food banks for SNAP recipients and to locations offering free meals from November 6<sup>th</sup> through November 29<sup>th</sup>.
  - Many of the SARTA employees attended to support the Shower Bus Event at the Refuge of Hope.
  - Ralph stated that he wants to see all the Board Members at the Citizens for SARTA cocktail party event on January 22<sup>nd</sup> at the Culture Lounge to help lead the event.

## **Resolutions**

### **#40 – A Resolution To Dispose Of Obsolete And Unusable Assets**

Mr. Blasiman moved to adopt the resolution. Mr. Morey seconded the motion; the vote passed unanimously.

### **#41 – A Resolution Authorizing The Executive Director/CEO To Enter Into A Contract For HVAC Preventive Maintenance**

Ms. Watkins moved to adopt the resolution. Mr. Blasiman seconded the motion; the vote passed unanimously.

### **#42 – A Resolution Of Approval For The Adoption Of The New Mission, Vision, And Values Statements For The Stark Area Regional Transit Authority**

Mr. Blasiman moved to adopt the resolution. Mr. Nichols seconded the motion; the vote passed unanimously.

**#43 – A Resolution Updating Monthly Board Meetings**

Ms. Watkins moved to adopt the resolution. Mr. Morey seconded the motion; the vote passed unanimously.

**#44 – A Resolution Authorizing Alternates To The SCATS Board**

Mr. Nichols moved to adopt the Resolution with the deletion of "WHEREAS, dates should be written in the month, day, and year format, such as June 22, 2020;". Mr. Morey seconded the motion; the vote passed as amended unanimously.

**#45 – A Resolution Updating The Transit Development Plan 2030, A Five-Year Short Range Service Plan for The Stark Area Regional Transit Authority**

Mr. Blasiman moved to adopt the resolution. Ms. Watkins seconded the motion; the vote passed unanimously.

**#46 – A Resolution Authorizing Continuation Of Depository And Investing Services With Huntington National Bank**

Mr. Morey moved to adopt the resolution. Mr. Nichols seconded the motion; the vote passed unanimously.

**The Executive Session began at 6:13 PM and ended at 6:32 PM.**

Mr. Macala called for an Executive Session for:

- o Appointment, employment, dismissal, discipline, promotion, demotion, or compensation of a public employee.

Mr. Blasiman moved to exit the executive session. Mr. Morey seconded the motion; the vote passed unanimously.

**Adjournment**

Mr. Nichols moved to adjourn the meeting at 6:33 PM. Mr. Reinhard seconded; the vote passed unanimously.

# Resolutions



Stark Area Regional Transit Authority

Resolution #\_\_\_\_\_, 2025

A Resolution To Dispose Of Obsolete And Unusable Assets

WHEREAS, this resolution authorizes the Executive Director/CEO to dispose of obsolete and unusable asset; and

WHEREAS, there is a total of one (1) obsolete or unusable assets to be disposed of, including the following;

<b>Asset ID</b>	<b>Asset Description</b>	<b>Purchase Date</b>	<b>Purchase Price</b>	<b>Fully Depreciated?</b>
04447-1	Engine Rebuild 0471	8/15/2008	\$11,998.09	Yes – Disposed with bus 0471

NOW, THEREFORE, BE IT RESOLVED by the Stark Area Regional Transit Authority Board of Trustees, that the Executive Director/CEO has the authority to dispose of these assets.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Secretary-Treasurer

Stark Area Regional Transit Authority

Resolution #\_\_\_\_\_, 2025

A Resolution To Dispose Of Obsolete And Unusable Vehicles

WHEREAS, this resolution authorizes the Executive Director/CEO to dispose of obsolete and unusable transit support vehicle(s); and

WHEREAS, there are a total of one (1) obsolete and/or unusable transit vehicles to be disposed of including the following;

Vehicle Number	Make	Reason for Disposal	VIN
Unit 0012	Ford F250	Exceeded Useful Life	1FTBF2B67CEC13345

NOW, THEREFORE, BE IT RESOLVED by the Stark Area Regional Transit Authority Board of Trustees, that the Executive Director/CEO has the authority to dispose of this vehicle.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Secretary-Treasurer

**Stark Area Regional Transit Authority**

**Resolution # \_\_\_\_\_, 2025**

**A Resolution To Authorize The Executive Director/CEO To Offer  
Free Rides On February 13, 2026**

WHEREAS, Stark Area Regional Transit Authority (SARTA) wishes to honor and recognize Ohio Loves Transit by offering free rides on Fixed routes and Proline services on February 13, 2026; and

NOW, THEREFORE, BE IT RESOLVED by the Stark Area Regional Transit Authority Board of Trustees, that the Executive Director/CEO be authorized to offer free rides on February 13, 2026, to honor those who use transit.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Secretary-Treasurer

Stark Area Regional Transit Authority

Resolution # \_\_\_\_\_, 2025

Adopting A Whistleblower Policy

WHEREAS, the Board of Trustees adopted the Code of Conduct to provide guidance to Board members and employees regarding SARTA’s expectation for standards of ethics and conduct; and

WHEREAS, the Board of Trustees has determined that SARTA will benefit from a comprehensive Whistleblower policy; and

WHEREAS, the Whistleblower policy provides clarity and guidance to the Board and all SARTA employees regarding reporting and investigating violations of SARTA policies and unlawful activity without fear of retaliation;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees adopts the attached Whistleblower Policy and directs that it be implemented immediately.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Secretary-Treasurer

# WHISTLEBLOWER POLICY Effective December 10, 2025

## Purpose

To require the Board of Directors, Executive Leadership, and employees to observe high standards of business and personal ethics while performing duties and responsibilities on behalf of SARTA. This policy is intended to encourage and enable employees to raise serious concerns internally to address any inappropriate conduct or actions.

## Policy

All SARTA employees must practice honesty and integrity in fulfilling their responsibilities and comply with all applicable laws and regulations, as well as SARTA's policies and procedures.

It is the responsibility of all employees to report concerns about any violation of SARTA policies, procedures, or other suspected violations of law or regulations that govern the operations of SARTA.

## Reporting

If an employee has knowledge of or concerns about unlawful activity or a violation of SARTA policy, the employee is to contact their immediate supervisor. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of improper activity will be subject to discipline up to and including termination. Confidentiality will be upheld for legitimate Whistleblower claims, and retaliation of any kind will not be tolerated and is subject to discipline up to and including termination.

An employee who is not comfortable speaking with their immediate supervisor or are not satisfied with their supervisor's response, is encouraged to talk with the Human Resources Director or the Executive Director/CEO. If knowledge of, or a concern about, unlawful activity or a violation of SARTA policy involves the Human Resources Director or the Executive Director/CEO, the employee should report the concern to the President or Vice President of the Board of Trustees

In the event that the activity relates to alleged accounting or financial improprieties, such activity shall be immediately reported to the Executive Director/CEO and the President or Vice President of the Board of Trustees.

The activity is to be investigated immediately by the Human Resources Director, Executive Director/CEO, or the President or Vice President of the Board of Trustees and corrective action must be taken if the claim holds true.

Stark Area Regional Transit Authority

Resolution # \_\_\_\_\_, 2025

Implementing An AI Policy

WHEREAS, Artificial Intelligence (AI) presents opportunities and challenges as it relates to strategic growth that may cause impacts on data privacy, bias, intellectual property, and workforce skills; and

WHEREAS, there is a need for a clear policy to ensure ethical, secure, and compliant usage of AI technology, to protect stakeholders and maintain public trust; and

WHEREAS, AI technologies should only be implemented with proper human oversight and the decision-making power primarily in the hands of SARTA-authorized officials;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees adopts a comprehensive set of guidelines related to the procurement, implementation, and oversight identified in the attached AI Policy.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Secretary-Treasurer

# Artificial Intelligence Usage Policy Effective December 10, 2025

## Purpose

The purpose of this policy is to establish Stark Area Regional Transit Authority's framework for the responsible use of Artificial Intelligence (AI) technologies. This policy demonstrates SARTA's commitment to ethical, transparent, and risk-conscious AI practices in support of our mission to serve the citizens of Stark County.

While AI technologies offer a wide range of opportunities for users, the use of AI without appropriate oversight and governance poses a range of potential risks, from benign inaccuracies or the misallocation of SARTA's resources to cybersecurity risks that could result in data spills.

The goal is to enhance operational efficiency while ensuring compliance with legal, ethical, and data protection obligations, as well as ensuring transparency and accountability for the use of AI for SARTA-related purposes.

This policy applies to all SARTA employees using AI technologies in connection with operations, programs, or services. Any agreement subject to SARTA's formal procurement process will request the vendor and/or contracting party's AI usage policy as part of its procurement submission or any affirmative denial that the vendor and/or contracting party does not have an AI usage policy.

## Definitions

- A. "AI" means the capability of computer systems or algorithms (which combine math and/or logical rules to handle tasks) to imitate intelligent human behavior. AI includes Generative AI.
- B. "AI Tools" means the following non-exhaustive list:
  - a. Generative AI (e.g., ChatGPT, Claude, DALL·E)
  - b. Predictive analytics platforms
  - c. Automation tools using machine learning
  - d. Third-party AI tools integrated into insurance or legal platforms
- C. "Generative AI" (or "GenAI") means algorithms and/or computer processes that use AI to generate text, audio, images, videos, or other data based on user prompts. Generative AI is distinguished from AI as being capable of learning patterns and structures of input data to generate recommendations, predictions, or decisions for a given set of objectives. These systems may be trained on sets of data from the Internet

or proprietary sources.

- D. "Non-Secured AI Tool" (or "open-source" AI) means an AI Tool that does not protect and guarantee the confidentiality of data or documents entered into the system by users. This includes a system that retains user documents or data, and a system that may use user documents and data to train an AI system or may release user documents and data to third parties. Examples include, but are not limited to, Meta's LLaMA, DeepSeek, and Qwen.
- E. "Secured AI Tool" (or "closed-source" AI) means an AI Tool that protects the confidentiality and privilege of all data and documents entered in the system by users. Secured AI Tools do not retain any such data or documents entered into the system, do not transfer or sell data or documents to third parties, and do not expose such data or documents to the public domain. Examples include, but are not limited to, OpenAI's GPT-4.5 (i.e., ChatGPT), Google DeepMind's Gemini 2.0, and Anthropic's Claude 3.7.

## Policy

### Ethical Use of AI

AI will be used in a manner consistent with SARTA's values of integrity, fairness, and service to its members. **Accordingly, only Secured AI Tools may be used for SARTA-related purposes.**

AI may never be used to discriminate, mislead, or undermine the trust of members or the public.

### Data Security & Privacy

The SARTA will protect confidential member information and personally identifiable data by prohibiting its entry into unapproved AI systems.

AI Tools must comply with SARTA's cybersecurity standards and applicable state and federal law.

### Transparency & Accountability

Any significant reliance on AI in creating reports, communications, or analyses must be disclosed in writing. Human review and oversight are required for all AI-assisted work products.

## Governance & Oversight

Any agreement subject to SARTA's formal procurement process will request the vendor and/or contracting party's AI usage policy as part of its procurement submission or any affirmative denial that the vendor and/or contracting party does not have an AI usage policy.

## Compliance & Training

Staff will receive periodic training on responsible AI use (such as differentiating between Secured AI Tools and Non-Secured AI Tools, as well as when to exercise caution in using AI Tools). Compliance with this policy will be monitored and reported to the Board, as appropriate. Training materials will be updated and modified in accordance with evolving legal standards, including which AI Tools are permissible.

## Acceptable Use

Employees **may** use AI Tools for:

- Drafting reports, summaries, or communications
- Analyzing data for operational or risk management purposes
- Generating ideas or outlines for presentations, training materials, or documentation
- Enhancing customer service through pre-approved AI-powered tools
- All AI-generated outputs must be reviewed and approved by a human before dissemination or use in decision-making.

## Prohibited Use

AI Tools must **not** be used for:

- Processing or storing personally identifiable information (PII), protected health information (PHI), or sensitive claim data
- Making autonomous decisions that affect members or claimants
- Drafting legal documents or contracts without legal review
- Circumventing public records or open meeting laws
- Creating misleading, discriminatory, or biased content
- Bypassing cybersecurity protocols
- Utilizing AI to harass or discriminate in any way
- Uploading work products of any kind into non-sanctioned AI products

## AI Risk Levels for Secured AI

Risk Level	What It Means	Example Uses
Low Risk	No private information Internal drafts	Writing internal emails
Medium Risk	Needs careful review Public-facing	Drafting an SARTA memo
High Risk	Could affect people's rights or safety	Hiring decisions Legal information (not allowed without special approval)

### Data Privacy and Security

SARTA employees may only use Secured AI Tools that are approved by IT and meet SARTA's data security standards. Employees are prohibited from uploading confidential, proprietary, or sensitive data into external AI Tools.

Employees must report any AI-related data breach or suspected misuse immediately.

### Compliance with Public Records and Transparency Laws

All AI-generated documents used in official communications or decision-making may be subject to public records requests.

Employees must:

- Save AI-generated content that contributes to public business.
- Disclose and/or document when and how AI Tools are used in the decision-making process.

### Ethical Use

Employees must use generative AI tools in accordance with SARTA's conduct and anti-discrimination policies. These technologies must not be used to create content that is inappropriate, discriminatory, or otherwise harmful to others or SARTA.

Stark Area Regional Transit Authority

Resolution # \_\_\_\_\_, 2025

Updating SARTA Policies And Handbooks

WHEREAS, the Board of Trustees approves all policies and handbooks to ensure governance of operations with the organization’s mission, legal duties, and to set clear expectations for the agency; and

WHEREAS, the contractual agreement with AFSCME Local 1880 and SARTA necessitates the need to update impacted polices; and

WHEREAS, the Executive Director/CEO is proposing the implementation and update to the following policies:

- Absence Control Policy for the Union
- Credit Card Policy
- Family Medical Leave Act/FMLA for Administrative Employees
- Family Medical Leave Act/FMLA for Union Employees
- Nepotism Policy
- Service Change Policy
- Short Term Disability Policy/STD for Administrative Employees
- Short Term Disability Policy/STD for Union Employees
- Travel Policy;

WHEREAS, separate handbooks for Bargaining employees and Non-Bargaining employees must be updated to reflect current changes;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees approves and directs the Executive Director/CEO to enforce the aforementioned policies, superseding any prior approved policies and handbooks for Stark Area Regional Transit Authority.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Secretary-Treasurer

Absence Control Policy Effective Date ~~March 22, 2023~~ December 10, 2025

Union Employees

Purpose

This policy addresses employees' absences from work. Employees must take earned PTO time for every absence unless otherwise allowed by company policy (e.g. bereavement, jury duty).

Policy

Absences

An absence is a failure to meet a scheduled shift. An absence does not include legal holidays, PTO, birthdays, FMLA leave, or other contractual days off, as agreed by SARTA and the employee. As Specified in Article 21, Section 3 of the current Agreement between Stark Area Regional Transit Authority and Ohio Council 8 and Local 1880, both of AFSCME, (the "CBA") employees incurring Unpaid absence, Tardy, or Lose-out will be subject to the below discipline.

Notwithstanding the below, and Section 2 of Article 21 of the CBA, SARTA reserves the right to accelerate discipline for Pattern Absenteeism, as defined in Article 21, Section 4 of the CBA, and incorporated in Pattern Absenteeism of this Policy.

- 1st Unpaid Absence, Tardy, or Lose-out — Written Notification
- 2nd Unpaid Absence, Tardy, or Lose-out — Two (2) Working Day Suspension
- 3rd Unpaid Absence, Tardy, or Lose-out — Five (5) Working Day Suspension
- 4th Unpaid Absence, Tardy, or Lose-out — Fifteen (15) Working Day Suspension and 150 days Probation. No unexcused absence will drop off until the 150 day probation has expired.
- 5th Unpaid Absence, Tardy, or Lose-out — Termination

<u>Unpaid Absence, Tardy or Lose-Out Occurrence Number</u>	<u>Disciplinary Action Received</u>
<u>1<sup>st</sup> Unpaid Absence, Tardy, or Lose-Out</u>	<u>Written Notification of 1<sup>st</sup> Occurrence</u>
<u>2<sup>nd</sup> Unpaid Absence, Tardy, or Lose-Out</u>	<u>Written Notification of 2<sup>nd</sup> Occurrence</u>
<u>3<sup>rd</sup> Unpaid Absence, Tardy, or Lose-Out</u>	<u>Written Notification of 3<sup>rd</sup> Occurrence</u>
<u>4<sup>th</sup> Unpaid Absence, Tardy, or Lose-Out</u>	<u>Written Notification of 4<sup>th</sup> Occurrence</u>
<u>5<sup>th</sup> Unpaid Absence, Tardy, or Lose-Out</u>	<u>Written Notification of 5<sup>th</sup> Occurrence and a Hearing will be conducted</u>
<u>6<sup>th</sup> Unpaid Absence, Tardy, or Lose-Out</u>	<u>Written Notification of 6<sup>th</sup> Occurrence</u>

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7<sup>th</sup> Unpaid Absence, Tardy, or Lose-Out

Discharge

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An Absence, Tardy, or Lose-out will be removed from the above count twelve (12) months after the occurrence.

Notwithstanding the above provision, any employee accumulating ~~five (5)~~seven (7) or more unpaid absences or lose-outs, or any combination thereof, in a twelve (12) month period may be terminated or discharged. Any employee can be terminated if any attendance infraction occurs during the 150 calendar day probation.

#### **Absences That Will Not Incur An Infraction**

- Jury Duty or Court leave, including court ordered subpoenas and workers compensation hearings
- Bereavement Leave
- On-the-job injuries
- Other reasons, as determined at the sole discretion of SARTA

#### **Tardy/Lose-Out**

If an operator fails to report for work to the dispatcher by his/her scheduled report time plus 59 seconds, the operator shall incur discipline.

#### **Pattern Absenteeism**

If SARTA establishes that an employee has a pattern of abusing absences according to this Policy, SARTA may accelerate discipline, up to and including termination.

Examples of Patterns of Abuse include:

- Absences occurring repetitively before or after weekends or holidays
- Absences occurring repetitively immediately before or after paydays
- Absenteeism causing individual work performance and/or operational needs to suffer
- Absences occurring repetitively during certain times of the week, month, or year that do not qualify for FMLA
- Absences that coincide with the discipline provisions, e.g. three 2-day suspensions within a six month period

#### **Job Abandonment**

Any employee who fails to report to work for three (3) consecutive working days and does not properly notify the Employer by 5:00pm on the third day, then such employee will be considered as having quit his/her job, unless it is proven by the employee that notification was beyond/his/her control.

## Credit Card Policy Effective ~~March 22, 2023~~ December 10, 2025

### Purpose

The purpose of this policy is to define and control the proper use of SARTA's credit cards.

### Policy

SARTA credit cards are to be used for SARTA business only. Credit Cards are a method of payment, not to circumvent the Procurement Policies and Procedures. An employee must follow the Procurement Policy, Travel Policy and/or the Virtual Card Procedure for acquisition, use, and management of a credit card.

Physical Credit Cards may be used to make approved ~~reoccurring~~ recurring payments to vendors, approved general agency purchases, training, and travel expenses. All credit cards must be returned immediately after purchase. Physical credit cards will be used for:

- Food for events which cannot be ordered in advance – Receiving document and itemized receipts are required
- Travel – Expense report and itemized receipts are required

~~An employee must follow the Procurement Policy, Travel Policy and/or the Virtual Card Procedure for acquisition, use, and management of a credit card.~~

~~All online ordering will be done using SARTA virtual cards. Approved credit card users will sign out a credit card and be accompanied by a finance staff person to make necessary purchase. The following exception will be made for credit card use allowing the user to make purchases on their own:~~

- ~~Food for Events which cannot be ordered in advance – Receiving Document & Itemized Receipts Required~~
- ~~Travel – Expense Report, Itemized Receipts, Training Report required~~

~~All online ordering will be done using SARTA Virtual Cards.~~

The maximum credit limit on any one account will be \$500,000.

### Completion of Purchase

The requestor must return the receipts ~~within one (1) business day for all purchases, two (2) business days for travel expenses~~ immediately:

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- Virtual Card – receipts are to be turned into the Accounting Administrator/DBELO
- Credit Card – receipts are to be turned into the Director, Finance Chief Financial Officer, CFO

~~A line item receipt must be turned in, attached to a~~ receiving document. ~~In the event that a receipt does not itemize purchased items, it must be itemized on the receiving document, must be completed for all credit card purchases, accompanied by a line item receipt.~~ The receiving document must be completed and signed by the purchasing employee and one ~~finance other~~ staff member, unless the items are received and verified by the Receiving Department.

If receipts are not returned ~~within the allotted time~~ within three (3) business days, it must be immediately reported to the Director, Finance CFO and/or the Executive Director/CEO.

#### Reporting of Lost/Stolen Credit Cards

In the event that a physical or virtual credit card is lost, ~~or~~ stolen, or compromised:

- An employee must immediately notify the Director, Finance CFO or in the absence of the Director, Finance CFO the Executive Director/CEO.
- ~~Director, Finance~~ The CFO or the Executive Director/CEO will immediately notify the bank.

~~In the event that a credit card, physical or virtual is compromised:~~

- ~~The Accounting Administrator/DBELO must immediately report the activity to the Director, Finance or the in absence of the Director, Finance the Executive Director/CEO.~~

#### Responsibility of Maintaining Credit Cards

~~It shall be the policy of SARTA that the CFO will hold all physical SARTA credit cards, with the exception of credit cards designated for fuel only and the credit card issued to the Executive Director/CEO and Chief Operations Officer (COO). The Director, Finance CFO will be responsible for credit card issuance, credit card reissuance, credit card cancellation, and the process for reporting lost, or~~ stolen credit cards, or compromised cards.

~~It shall be the policy of SARTA that the Director, Finance will hold all physical SARTA credit cards, with the exception of credit cards designated for fuel only.~~

The Director, Finance CFO shall file an annual report to the Board of Directors detailing all rewards received based on the usage of the credit cards.

The Executive Director/CEO will hold the SARTA Executive Card at all times. It is understood that the Executive Director/CEO constantly conducts SARTA business purchases. The Executive Director/CEO will reconcile receipts monthly with the Finance department.

The Chief Operating Officer (COO) will hold a credit card at all times. It is understood that the COO will use this card in the event fuel is needed offsite during power outages.

### Fuel Cards

Employees making fuel purchases for revenue vehicles, support vehicles, and maintenance vehicles must turn in a receipt daily. Fuel credit cards are assigned to each vehicle and must remain with the vehicle, unless authorized by the COO.

### Policy Violations

It is the employee's responsibility to comply with all guidelines within this policy. Violations of this policy and consequences include, but are not limited to:

- Missing Itemized Receipt
  - Charges will be deemed personal and be deducted from the employee's next paycheck. For travel, see Travel policy.
  - Exceptions for missing receipts will be at the sole discretion of the Executive Director/CEO. Missing receipt exceptions for the Executive Director/CEO will be at the discretion of the Board President/Vice President. Employees must note the reason for the missing receipt on their expense report and have authorization from approved parties in order to avoid payroll deduction.
- Failure To Return Credit Card Immediately
- Failure to Immediately Report Lost/Stolen Card
- Making Unauthorized Purchases

A written discipline with measures deemed necessary, up to and including termination, will be placed in an employee's file for all violations.

**CREDIT CARD POLICY ACKNOWLEDGEMENT FORM**

I, \_\_\_\_\_ have received, read, and understand SARTA's Credit Card Policy. I understand that it is my responsibility to adhere to the Credit Card Policy in its entirety and how it relates to the Travel Policy and Procurement Policy and the rules for each. By signing this acknowledgement, I authorize Stark Area Transit Authority to payroll deduct any charges deemed personal, or for which a receipt has not been provided. I acknowledge that all of the Policy Violations will be applied.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

# NEPOTISM POLICY Effective ~~March 22, 2023~~ December 10, 2025

## Purpose

To define the hiring and promotion of SARTA employees, SARTA will make every attempt to preclude actual favoritism or the appearance of favoritism in the employment relationship. SARTA is an equal opportunity employer and extends equal consideration to all applicants and candidates for employment, regardless of relationships between current employees.

## Policy

For this policy, relationship includes members of the current employee's immediate family:

- Mother/Father
- Legal Guardian
- Spouse
- Child
- Brother/Sister
- Grandparent
- Grandchild
- ~~Mother-in-law/Father-in-law~~
- Daughter-in-law/Son-in-law
- Stepparent
- Step brother/step sisters
- Step children

To preclude actual favoritism or the appearance of favoritism in the employment relationship:

1. No employee shall take any part in the selection process for a position for which immediate family is an applicant
2. Employees shall not work in a position where immediate family is in the fiduciary chain of approval for verifying hours worked, discipline or management decisions, accounting of property or expending money, or supervise immediate family members
3. Parents, spouses, children, and stepchildren of any employee will not be hired at any time
4. No family members, immediate or extended, of Directors, the Executive Director/CEO, or of the Board of Trustees will be hired at any time

Notwithstanding, current employees who marry each other will be permitted to continue employment with SARTA provided they do not work in a direct

supervisory relationship with each other or otherwise pose difficulties as mentioned above in clause 2. If employees who marry do work in a direct supervisory relationship with each other, SARTA will attempt to reassign one of the employees to another position for which he or she is qualified if such a position is available. If no such position is available, the employees will be permitted to determine which one of them will resign from SARTA.

Any unforeseen and unaddressed issues and concerns will be directed to the Executive Director/CEO.

## TRAVEL POLICY Effective ~~March 22, 2023~~ December 10, 2025

### Purpose

The purpose of this policy is to establish travel rules and regulations and to provide consistent expense reimbursement. This policy will cover all employees, officers, trustees and other approved individuals engaged in authorized travel or business on behalf of SARTA, and to provide a mechanism for monitoring travel-related costs.

### Policy

It shall be the policy of SARTA to identify anticipated business travel requirements as part of the budget development process. Once the budget has been adopted, the following guidelines shall be utilized in administering the travel program. All employees must submit direct deposit authorization for per diem payments, reimbursements, and other travel expenses.

### Scheduling

All travel requests will be made through the Executive Assistant. When possible, planning travel should be completed early enough to enable SARTA to take advantage of any and all discounts for matters such as air travel, registration fees, and lodging. As much as possible, staff is encouraged to use public transportation when on out-of-area travel. Per Diem shall be paid two weeks prior to departure provided paperwork has been submitted.

### Reporting

~~All employees are required to submit a report on what they learned and how it will benefit SARTA. This report must be submitted to the employee's Director along with their expense report.~~ The department Director will ensure the expense ~~and learning~~ report is complete prior to approval. The Accounting Administrator /DBELO will **IMMEDIATELY** report discrepancies to the Executive Director/CEO. Reimbursements will not be dispersed until this process is complete. Failure to comply may result in disciplinary actions up to and including termination.

### Driving Trips

All SARTA staff are encouraged to use SARTA vehicles for local travel. Reservations of SARTA vehicles for travel should be made with Maintenance as early as possible in order to avoid any conflict. See Requesting Maintenance and Support Vehicles Procedure.

Use of personal vehicles will not qualify for mileage reimbursement except under special circumstances and travel to the airport. All exceptions for request for mileage

reimbursement must be preapproved in writing by the Executive Director/CEO or the Director, Finance Chief Financial Officer.

## Cancellations

Travel should be planned carefully as cancellations may result in both extra administrative costs, as well as potential forfeiture of amounts paid for registrations and travel costs. Cancellations requests must be made in writing to your immediate Director. If cancellations are not for legitimate reasons, pre-approved by the Department Head and/or the Executive Director/CEO, the employee may be liable for the costs of any travel arrangement and/or forfeited costs.

## Per Diem

A Per Diem is a fixed allowance per day for meals actually incurred. The Per Diem amount allowed is determined by the location to which the employee travels. The current amounts established under the federal IRS regulations will be used, set by the U.S. General Services Administration (GSA) at [www.gsa.gov/travel/plan-book/per-diem-rates](http://www.gsa.gov/travel/plan-book/per-diem-rates). Per Diem is only issued for travel that involves overnight accommodations. No submission of receipts are required. Per Diem will be paid by using a physical card and receipts must be submitted.

## General Travel Regulations

Employees may take a spouse or a guest on a business trip. However, SARTA will not pay travel expenses on their behalf. This is the responsibility of the employee.

If an employee takes a side trip before or after the SARTA business trip, the additional costs will be at the employee's expense. The maximum amount that SARTA will allow for reimbursement is the cost of expenses directly related to the business-related travel for which SARTA is sending the employee.

## Reimbursable Expenses

When making travel plans, every aspect of travel should be detailed in the Travel Request. The Travel Request will be submitted to the Executive Assistant and booking arrangements will be performed on behalf of the employee by the Executive Assistant. SARTA will issue per diem for food expenditures. A credit card will be issued for travel purposes. An employee may use the credit card for meal purchases, not to exceed the IRS regulations. Virtual credit cards will be used for prepaid travel expenses such as airfare, registration fees, and hotel reservations. Once proper documentation has been submitted to the Accounting Administrator/DBELO, the employee will be issued a card.

The following are examples of expenses **NOT REIMBURSABLE** by SARTA:

1. Liquor, beer, wine and other alcoholic beverages
2. Meals and other accommodations for spouse or guest
3. Tours or sightseeing fares, if not on the conference itinerary
4. Trip insurance
5. Any other expense prohibited by law

Expenses incurred for which receipts are not returned will not be reimbursed. Any expense by SARTA for which a receipt is not submitted will be deemed personal and may be expensed back to the employee through payroll deduction.

All reimbursement claims and expenses shall be itemized on a SARTA travel expense form approved by the Department Director or Executive Director/CEO. The Executive Director/CEO expense reports shall be approved by the Board President or Vice President.

### **Expense Reports**

Employees must complete an expense report within two (2) business days upon return. All costs associated with Travel must be documented on the expense report.

# MAJOR SERVICE & FARE CHANGE POLICY

Effective December 10, 2025

## Purpose

The purpose of SARTA's Major Service Change Policy is to distinguish between what constitutes a major service change and a minor service change and how to communicate that to SARTA's ridership and the Stark County Community.

## Policy

A Major Service Change will be defined with the following criteria:

- Any individual fixed route adjustment resulting in a change of 25% or more in service miles through reduction or expansion.
- Any overall fixed route system adjustment resulting in a change of 25% or more in total service miles and/or service hours.
- Any complete addition or removal of a fixed route to the SARTA system.
- Any adjustments made to the overall service hours provided to SARTA's fixed route or demand response services.
- Any additional or removal of a service to SARTA's demand response services, such as Proline, Proline Plus, or General Public Demand Response Service.
- Any adjustment to SARTA's fare structure as it pertains to the cost of a one-way trip.

A Minor Service Change will be defined with the following criteria:

- Any individual fixed route adjustment resulting in less than a 25% change in service miles through reduction or expansion.
- Any overall fixed route system adjustment that is less than a 25% change in service miles and/or service hours that does not include adding or removing routes from the fixed route system.
- Any adjustments to the demand response service that does not affect the overall service hours of the service provided.

## Communication of All Service Changes

All service changes, regardless of major or minor, will result in a notification to the public. Internal procedure, as well as FTA policy, will determine how formal a public comment period will be held. No service or fare change will be implemented without notification to the Board of Trustees and final approval from the Executive Director/CEO.

# Short Term Disability Policy (STD) Effective ~~January 1,~~ 2022 December 10, 2025

## Union Employees

### Purpose

The purpose of this Short-Term Disability Policy (The "Policy") is to set forth the terms and conditions on which an employee may be eligible for and receive Short-Term Disability Benefits (STD Benefits). The goal of this Policy is to allow Eligible Employees to continue to receive a portion of the employee's income while they are incapable of performing the essential functions of their job due to a non-work related Covered Illness or Injury (as defined below).

### Policy

The Stark Area Regional Transit Authority's (The "Agency") Short Term Disability Policy generally provides Eligible Employees with a replacement of a portion of their income while unable to work due to a Covered Illness or Injury through receipt of STD Benefits.

### Covered Illness or Injury

A "Covered Illness or Injury" for purposes of this Policy, means a continuous, serious, incapacitating health condition caused by an illness, injury, impairment, or physical or mental condition involving (a) inpatient care in a hospital, hospice, or residential medical care facility, (b) appropriate and continuing treatment by a physician, or (c) pregnancy, and which results in the employee being unable to perform the essential functions of the employee's job.

In order for an illness or injury to be considered a "Covered Illness or Injury", the health condition must be certified by a physician and such certification shall provide any such illness or injury precludes the employee from performing the essential functions of the employee's job (a "Medical Certification"). The certification must include the start and expected end date of the Covered Illness or Injury.

### Benefit Amount

An Eligible Employee who is not working due to a Covered Absence shall receive as STD Benefits the amount of 70% of the Eligible Employee's base weekly earnings rounded to the nearest \$1.00, if not already a multiple thereof, in accordance with the terms and conditions of this Policy.

### Maximum Benefit Period

The "Maximum Benefit Period" (the longest period of time an STD Benefit may be paid while an employee is unable to work due to a Covered Illness or Injury) is the lesser of:

- (a) ~~Twenty-Six~~Sixteen weeks for any single period of absence due to a Covered Illness or Injury; or
- (b) ~~Twenty-Six~~Sixteen weeks in any rolling 12-month period.

If an employee is absent from work for more than one continuous absence due to a Covered Illness or Injury, the following rules shall apply:

- (a) If the absences due to the later Covered Illness or Injury results from the same cause, or a related one, as the prior Covered Illness or Injury, and an employee returns to active work for less than four full weeks, the absences will be considered as one period of absence;
- (b) If the absences due to later Covered Illness or Injury result from entirely unrelated causes, they will be considered as one period of absence unless the absences are separated by the employee's return to active work for at least one full day.

You will never be considered to be suffering from two or more Covered Illnesses or Injuries at the same time.

### **Eligibility for Disability Coverage**

To be an "Eligible Employee" eligible to receive STD Benefits under this Policy, an employee must: (1) have been an active full-time employee in one of "Covered Classes" of employees, as set forth below, (2) regularly working at least the number of hours in the normal work week set by SARTA prior to any covered sickness or injury and , (3) be fully capable of performing all the essential functions of your regular occupation for SARTA on a full-time basis at 12:01AM Eastern Time on the scheduled effective date or dates.

In order for an Eligible Employee to continue to receive STD Benefits beyond the first thirty (30) days of a period of absence, the period of absence must qualify and be approved under FMLA.

### **Exclusion of Disability Coverage**

An Employee shall not be eligible for STD Benefits under this Policy for any of the items list in this section:

- (a) An injury sustained or illness contracted while on active duty in military service, unless payment is legally required.

(b) Any condition for which benefits of any nature are payable or are found to be eligible, either by adjudication or settlement, under any worker's compensation law, employer's liability law, or occupational disease law, even though the employee fails to claim rights to such benefits.

(c) Any injury sustained or illness contracted in the course of any employment intended for wage or profit, including self-employment, including but not limited to any injury or illness occurring on any Agency property, vehicle, route, or location where an employee is performing job related function or any other location where the Agency requires an employee to travel where the employee is performing job related functions.

(d) Any injury or illness arising from or in any way connected with the employee commission or attempted commission of any criminal activities including but not limited to criminal battery or any felony. STD Benefits claims shall be denied if the Agency has reason to believe, based on objective evidence such as police reports or medical records the injury or illness arose in connection with or relation to any criminal activity of the employee.

(e) Any injury or illness occurring after the termination date of the employee's employment with the Agency.

(f) Any STD Benefit claim submitted more than fifteen (15) days from the date of the Medical Certification.

(g) Any self-inflicted illness or injury, whether the individual was sane or insane at the time the incident occurred, including suicide or attempted suicide, or caused by drug/alcohol abuse.

(h) Any surgery that is non-medically necessary, cosmetic procedures, or procedures not resulting from trauma, infection, or disease.

An Eligible Employee is not permitted to earn any form of active income while receiving STD Benefits from the Agency. For the purpose of this Policy, Active Income refers to any income received for performing a service. This income includes, but is not limited to wages, tips, salaries, commissions, and/or income from businesses in which there is material participation. Collecting STD Benefits while earning active income may constitute fraud and may result in disciplinary action up to and including termination as well as the requirement to reimburse the Agency of all benefits paid under this policy as well as any legal fees incurred while pursuing such reimbursement.

## Coverage Starts

There is a five (5) working day elimination period before STD Benefits coverage begins. During that time, the employee may be subject to PTO utilization as required under the Agency's FMLA Policy.

### **Coverage Ends**

An employee's STD Benefits under this Policy will end on the earliest of the dates shown below:

- a) The date the employee is no longer unable to work due to a Covered Injury or Illness.
- b) The date the employee is medically cleared by a physician to return to work, even if return to work screening results have not yet been received by SARTA in order to return to work.
- c) The date the employee fails to provide proof of a Covered Injury or Illness as required by this Policy.
- d) The date the employee is able to perform the essential functions of the employee's job with or without a reasonable accommodation.
- e) The date the employee is no longer an employee of the Agency.
- f) The end of the Maximum Benefit Period.
- g) The date no further benefits are payable under any provision in this plan that limits the Maximum Payment Period.
- h) The date the employee is no longer receiving regular and appropriate care from a physician.

### **Maternity Leave**

Payment for STD Benefits in connection with pregnancy and delivery will be evaluated based on the specific condition and the provision of this Policy. Maternity leave claims for STD benefits are commonly approved for up to six (6) weeks following delivery for a normal delivery or up to eight (8) weeks following delivery for a C-section. In some cases, medical complications arise that result in longer periods of disability. STD Benefits may continue if your physician provides a supporting Medical Certification that substantiates the need for additional time for recovery, subject to the terms of this Policy.

### **Payment of Benefits**

Prior to receiving STD Benefits, the employee will be required to provide, at his or her expense, the Medical Certification from employee's own health care provider. The employee must return the completed Medical Certification to the Human Resources department within fifteen (15) days. Failure to return a properly completed Medical Certification will result in the STD Benefits payment request being delayed or denied.

If the Agency has reason to question the sufficiency of the Medical Certification, the Agency may request, at the Agency's expense, a second opinion. If the two (2) Medical Certifications conflict, the parties will, in good faith, select a third health care provider to obtain a binding third opinion, at the Agency's expense.

Once SARTA has received a satisfactorily completed Medical Certification, payments will be issued in accordance with the Agency's regular payroll practices through the Agency's payroll direct deposits within 2 pay periods.

Short Term Disability Payments are considered sick pay and reported as income to the employee. Short Term Disability Payments are paid subject to Ohio and Federal law governing garnishment of personal earnings. In the event a wage garnishment order has been issued by a court and forwarded to SARTA, amounts shall be withheld from an employee's Short Term Disability Payments in accordance with the terms of the garnishment order and as otherwise required under applicable law.

SARTA will continue to deduct Federal, State, and Local taxes, Union dues, Health Insurance, and ancillary benefits.

While receiving Short Term Disability Payments from SARTA, employees are not eligible to receive payment for any other paid time off including PTO, fixed holidays, or employee's birthday. The only exceptions to this rule are as follows:

- a. Cash outs done in accordance with SARTA's Union Contract.
- b. The mandatory ~~vacation~~-PTO payout (burn) as required under the Agency's FMLA Policy.

## Short Term Disability Policy (STD) Effective ~~January 1,~~ 2022 December 10, 2025

### Administrative Employees

#### Purpose

The purpose of this Short-Term Disability Policy (The "Policy") is to set forth the terms and conditions on which an employee may be eligible for and receive Short-Term Disability Benefits (STD Benefits). The goal of this Policy is to allow Eligible Employees to continue to receive a portion of the employee's income while they are incapable of performing the essential functions of their job due to a non-work related Covered Illness or Injury (as defined below).

#### Policy

The Stark Area Regional Transit Authority's (The "Agency") Short Term Disability Policy generally provides Eligible Employees with a replacement of a portion of their income while unable to work due to a Covered Illness or Injury through receipt of STD Benefits.

#### Covered Illness or Injury

A "Covered Illness or Injury" for purposes of this Policy, means a continuous, serious, incapacitating health condition caused by an illness, injury, impairment, or physical or mental condition involving (a) inpatient care in a hospital, hospice, or residential medical care facility, (b) appropriate and continuing treatment by a physician, or (c) pregnancy, and which results in the employee being unable to perform the essential functions of the employee's job.

In order for an illness or injury to be considered a "Covered Illness or Injury", the health condition must be certified by a physician and such certification shall provide any such illness or injury precludes the employee from performing the essential functions of the employee's job (a "Medical Certification"). The certification must include the start and expected end date of the Covered Illness or Injury.

#### Benefit Amount

An Eligible Employee who is not working due to a Covered Absence shall receive as STD Benefits the amount of 76% of the Eligible Employee's base weekly earnings rounded to the nearest \$1.00, if not already a multiple thereof, in accordance with the terms and conditions of this Policy.

#### Maximum Benefit Period

The "Maximum Benefit Period" (the longest period of time an STD Benefit may be paid while an employee is unable to work due to a Covered Illness or Injury) is the lesser of:

- (a) ~~Twenty-Six~~Sixteen weeks for any single period of absence due to a Covered Illness or Injury; or
- (b) ~~Twenty-Six~~Sixteen weeks in any rolling 12-month period.

If an employee is absent from work for more than one continuous absence due to a Covered Illness or Injury, the following rules shall apply:

- (a) If the absences due to the later Covered Illness or Injury results from the same cause, or a related one, as the prior Covered Illness or Injury, and an employee returns to active work for less than four full weeks, the absences will be considered as one period of absence;
- (b) If the absences due to later Covered Illness or Injury result from entirely unrelated causes, they will be considered as one period of absence unless the absences are separated by the employee's return to active work for at least one full day.

You will never be considered to be suffering from two or more Covered Illnesses or Injuries at the same time.

### **Eligibility for Disability Coverage**

To be an "Eligible Employee" eligible to receive STD Benefits under this Policy, an employee must: (1) have been an active full-time employee in one of "Covered Classes" of employees, as set forth below, (2) regularly working at least the number of hours in the normal work week set by SARTA prior to any covered sickness or injury and , (3) be fully capable of performing all the essential functions of your regular occupation for SARTA on a full-time basis at 12:01AM Eastern Time on the scheduled effective date or dates.

In order for an Eligible Employee to continue to receive STD Benefits beyond the first thirty (30) days of a period of absence, the period of absence must qualify and be approved under FMLA.

### **Exclusion of Disability Coverage**

An Employee shall not be eligible for STD Benefits under this Policy for any of the items list in this section:

- (a) An injury sustained or illness contracted while on active duty in military service, unless payment is legally required.

(b) Any condition for which benefits of any nature are payable or are found to be eligible, either by adjudication or settlement, under any worker's compensation law, employer's liability law, or occupational disease law, even though the employee fails to claim rights to such benefits.

(c) Any injury sustained or illness contracted in the course of any employment intended for wage or profit, including self-employment, including but not limited to any injury or illness occurring on any Agency property, vehicle, route, or location where an employee is performing job related function or any other location where the Agency requires an employee to travel where the employee is performing job related functions.

(d) Any injury or illness arising from or in any way connected with the employee commission or attempted commission of any criminal activities including but not limited to criminal battery or any felony. STD Benefits claims shall be denied if the Agency has reason to believe, based on objective evidence such as police reports or medical records the injury or illness arose in connection with or relation to any criminal activity of the employee.

(e) Any injury or illness occurring after the termination date of the employee's employment with the Agency.

(f) Any STD Benefit claim submitted more than fifteen (15) days from the date of the Medical Certification.

(g) Any self-inflicted illness or injury, whether the individual was sane or insane at the time the incident occurred, including suicide or attempted suicide, or caused by drug/alcohol abuse.

(h) Any surgery that is non-medically necessary, cosmetic procedures, or procedures not resulting from trauma, infection, or disease.

An Eligible Employee is not permitted to earn any form of active income while receiving STD Benefits from the Agency. For the purpose of this Policy, Active Income refers to any income received for performing a service. This income includes, but is not limited to wages, tips, salaries, commissions, and/or income from businesses in which there is material participation. Collecting STD Benefits while earning active income may constitute fraud and may result in disciplinary action up to and including termination as well as the requirement to reimburse the Agency of all benefits paid under this policy as well as any legal fees incurred while pursuing such reimbursement.

### Coverage Starts

There is a five (5) working day elimination period before STD Benefits coverage begins. During that time, the employee may be subject to PTO utilization as

required under the Agency's FMLA Policy. Employees will be required to utilize all available sick time prior to receiving payments under this policy.

### **Coverage Ends**

An employee's STD Benefits under this Policy will end on the earliest of the dates shown below:

- a) The date the employee is no longer unable to work due to a Covered Injury or Illness.
- b) The date the employee is medically cleared by a physician to return to work, even if return to work screening results have not yet been received by SARTA in order to return to work.
- c) The date the employee fails to provide proof of a Covered Injury or Illness as required by this Policy.
- d) The date the employee is able to perform the essential functions of the employee's job with or without a reasonable accommodation.
- e) The date the employee is no longer an employee of the Agency.
- f) The end of the Maximum Benefit Period.
- g) The date no further benefits are payable under any provision in this plan that limits the Maximum Payment Period.
- h) The date the employee is no longer receiving regular and appropriate care from a physician.

### **Maternity Leave**

Payment for STD Benefits in connection with pregnancy and delivery will be evaluated based on the specific condition and the provision of this Policy. Maternity leave claims for STD benefits are commonly approved for up to six (6) weeks following delivery for a normal delivery or up to eight (8) weeks following delivery for a C-section. In some cases, medical complications arise that result in longer periods of disability. STD Benefits may continue if your physician provides a supporting Medical Certification that substantiates the need for additional time for recovery, subject to the terms of this Policy.

### **Payment of Benefits**

Prior to receiving STD Benefits, the employee will be required to provide, at his or her expense, the Medical Certification from employee's own health care provider. The employee must return the completed Medical Certification to the Human Resources department within fifteen (15) days. Failure to return a properly completed Medical Certification will result in the STD Benefits payment request being delayed or denied.

If the Agency has reason to question the sufficiency of the Medical Certification, the Agency may request, at the Agency's expense, a second opinion. If the two (2) Medical Certifications conflict, the parties will, in good faith, select a third health care provider to obtain a binding third opinion, at the Agency's expense.

Once SARTA has received a satisfactorily completed Medical Certification, payments will be issued in accordance with the Agency's regular payroll practices through the Agency's payroll direct deposits within 2 pay periods.

Short Term Disability Payments are considered sick pay and reported as income to the employee. Short Term Disability Payments are paid subject to Ohio and Federal law governing garnishment of personal earnings. In the event a wage garnishment order has been issued by a court and forwarded to SARTA, amounts shall be withheld from an employee's Short Term Disability Payments in accordance with the terms of the garnishment order and as otherwise required under applicable law.

SARTA will continue to deduct Federal, State, and Local taxes, Health Insurance, and ancillary benefits.

While receiving Short Term Disability Payments from SARTA, employees are not eligible to receive payment for any other paid time off including PTO, fixed holidays, or employee's birthday. The only exceptions to this rule are as follows:

- ~~a. Cash outs done in accordance with SARTA's Union Contract.~~
- a. Bonuses issued for coverage during time worked.
- b. The mandatory ~~vacation~~ PTO payout (burn) as required under the Agency's FMLA Policy.

## Family Medical Leave Act Policy (FMLA) ~~Updated November 2025~~ Effective December 10, 2025

### Union Employees

#### Purpose

In compliance with the Family and Medical Leave Act of 1993, SARTA hereby states the following Family and Medical Leave Policy.

#### Policy

The Family and Medical Leave Act (FMLA) generally entitles qualified employees to take up to 12 weeks of unpaid leave during a 12-month period for any of the following reasons:

- The birth of the employee's child and to care for a newborn child
  - The employees' adoption of a child or foster care of a child;
  - The employees' care of a spouse, child or parent with a serious health condition
  - The employee's own serious health condition that makes the employee unable to perform the essential functions of the employee's job, including worker's compensation
  - Entitlement to Leave for birth of a child or placement for adoption or foster care expires 12 months after the birth or placement for adoption or foster care
- If spouses are both employed by SARTA, the combined total leave allowed for birth, adoption, foster care is twelve (12) weeks in the pertinent twelve (12) month period.

#### Definitions

**12 Month Period** - The method selected to measure the leave is a rolling calendar year, beginning on the date the FMLA leave commences and counting backwards for a twelve month period.

An employee's entitlement to leave for birth or placement for adoption expires at the end of the twelve (12) month period beginning on the date of the birth or placement.

#### Eligible Employees

All employees who have been employed by SARTA for twelve (12) months and have worked one thousand two hundred fifty (1,250) hours during the (12) twelve-month period immediately preceding the leave are eligible for FMLA leave.

#### Continuous Leave

Approved continuous FMLA leave is FMLA leave that is taken and not broken up by periods of work. Continuous FMLA leave is when an employee is absent for three consecutive business days or longer.

#### **Intermittent Leave**

Approved intermittent FMLA leave involves the use of days or hours, broken down into increments.

#### **Intermittent Leave Or Leave On A Reduced Leave Schedule**

Eligible employees will not be permitted to take intermittent leave or leave on a reduced schedule for the birth or placement of a child for adoption or foster care.

For all other FMLA leave, intermittent leave or leave on a reduced schedule will be permitted where determined to be medically necessary.

If leave is taken intermittently or on a reduced leave schedule, the employee may be temporarily transferred to any available alternative position, which will better accommodate the recurring periods of leave. The alternative position will have equivalent pay and benefits.

#### **Military Family Leave Entitlements**

Eligible employees with a spouse, son, daughter, or parent who is a member of the Armed Forces (or is on active duty or has been called to active duty status in the National Guard or Reserves) who has been, or is being, deployed to a foreign country may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

The FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves who has a serious injury or illness incurred in the line of duty on active duty, or which was aggravated in the line of duty on active duty) that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. A covered service member also

includes a veteran (who was a member of the Armed Forces at any time during the five years preceding the veteran’s medical treatment) who has a serious injury or illness incurred in the line of duty on active duty, or which was aggravated in the line of duty on active duty.

### Qualifying Leave

All qualifying leave taken will be counted against annual FMLA leave entitlement.

### ~~Vacation and Paid Time Off/Leave Substitution~~

FMLA leave is unpaid. However, ~~vacation time-PTO~~ will be substituted for unpaid FMLA, continuous and/or intermittent leave (up to 40 hours per 12 month period). Once 40 hours of ~~vacation time-PTO~~ is exhausted, Short Term Disability (~~STD~~) will be utilized on the 8<sup>th</sup> day for continuous leave ~~for qualifying coverage~~. The leave, even if paid, is still considered to be FMLA leave.

FMLA leave spanning across calendar years will be subject to use of ~~vacation time PTO~~ earned in each calendar year.

### Maintenance of Health Benefits and Other Benefits

While on approved FMLA leave, an employee will continue to be covered under the current group health and life insurance plan. SARTA will continue to pay its share of the monthly premium. If FMLA leave ~~is paid~~~~qualifies for STD payments~~, regular withholding will continue to pay the employee’s share of the monthly premiums. If FMLA leave ~~is unpaid~~~~does not qualify for STD payments~~, the employee must remit to SARTA his/her portion of the premiums by the first of each month.

**Recovery of Premiums.** If an employee does not pay their share of the premiums for thirty (30) days after the due date, the employee’s health insurance will be cancelled. ~~Employee~~~~The employee~~ will receive notice 15 days in advance of cancellation of insurance.

**Maintenance of Other Benefits.** In addition, life insurance, dental and vision benefits will be continued during FMLA leave. ~~The E~~employee must continue to pay their portion of the premium to continue such coverage. ~~The E~~employee will continue to accrue seniority during FMLA leave and will not lose any employment benefits, which accrued prior to the start of the leave.

### Election of Leave

Notice Requirements. An employee is required to give thirty (30) days advance notice when the reason for requesting leave is foreseeable. If the leave is not

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foreseeable, the employee must provide notice as soon as practical, generally no more than two (2) days after employee is aware of the need for leave. Failure to give proper notice may result in leave delay or denial. If FMLA Leave is delayed or denied, such leave will not be subject to FMLA protection, and absences during that period prior to FMLA approval may subject the employee to disciplinary action for unapproved absence up to and including termination.

**Medical Certification.** When requesting leave for a serious health condition of a family member or for the employee's own serious health condition, the employee will be required to provide, at his or her expense, a Medical Certification from the health care provider of the family member or from the employee's own health care provider, as appropriate. The employee must return the completed medical certification to the Human Resources department within fifteen (15) days. Failure to return a properly completed medical certification will result in leave being delayed or denied. If FMLA Leave is delayed or denied, such leave will not be subject to FMLA protection, and absences during that period prior to FMLA approval may subject the employee to disciplinary action for unapproved absence, up to and including termination.

If SARTA has reason to question the sufficiency of the medical certification, SARTA may request, at SARTA's expense, a second opinion. If the two (2) medical certifications conflict, the parties will, in good faith, select a third health care provider to obtain a binding third opinion, at SARTA's expense.

**Recertification.** In addition to the initial certification, SARTA will require a recertification every thirty (30) days at the employee's expense, or more frequently, at SARTA's expense, when determined appropriate by SARTA. If the medical certification indicates a minimum duration of more than 30 days. The employee is not required to provide recertification until the end of the minimum duration provided by medical provider. However, recertification must be provided no less than every six months, regardless of minimum duration provided by medical provider.

**Reporting Requirements During Leave.** In addition, SARTA will require that the employee contact the Human Resources department monthly to provide them with an update on the employee's or family member's status and whether or not the employee intends to return to work when the FMLA leave ends.

## Return From Leave

**Fitness for Duty Medical Certification.** If the reason for the employee taking FMLA leave is because of the employee's own serious health condition, the employee will be required to submit to the Human Resources department a fitness for duty certification from his/her health care provider prior to returning to work. The certification must state that the employee is able to return to work and perform his/her essential job functions with or without reasonable accommodations.

**Restoration Requirements.** Upon the employee's return from leave, an employee is entitled to his/her same job, or to an equivalent job with equivalent benefits, pay and other terms and conditions of employment, if such a job then exists.

#### **References**

Please refer to the Department of Labor's website for more information on the Family Medical Leave Act: [Department of Labor \(www.DOL.gov\)](http://www.DOL.gov). A copy of "Form 1420" which is issued by the Department of Labor, U.S. Wage and Hour Division, follows this policy and also can be located at <http://www.dol.gov/esa/whd/regs/compliance/posters/fmlaen.pdf>.

## Family Medical Leave Act (FMLA) Policy Effective ~~December 1, 2019~~ December 10, 2025

### Administrative Employees

#### Purpose

In compliance with the Family and Medical Leave Act of 1993, SARTA hereby states the following Family and Medical Leave Policy.

#### Policy

The Family and Medical Leave Act (FMLA) generally entitles qualified employees to take up to 12 weeks of unpaid leave during a 12-month period for any of the following reasons:

- The birth of the employee's child and to care for a newborn child
  - The employees' adoption of a child or foster care of a child;
  - The employees' care of a spouse, child or parent with a serious health condition
  - The employee's own serious health condition that makes the employee unable to perform the essential functions of the employee's job, including worker's compensation
  - Entitlement to Leave for birth of a child or placement for adoption or foster care expires 12 months after the birth or placement for adoption or foster care
- If spouses are both employed by SARTA, the combined total leave allowed for birth, adoption, foster care is twelve (12) weeks in the pertinent twelve (12) month period.

#### Definitions

**12 Month Period** - The method selected to measure the leave is a rolling calendar year, beginning on the date the FMLA leave commences and counting backwards for a twelve month period.

An employee's entitlement to leave for birth or placement for adoption expires at the end of the twelve (12) month period beginning on the date of the birth or placement.

#### Eligible Employees

All employees who have been employed by SARTA for twelve (12) months and have worked one thousand two hundred fifty (1,250) hours during the (12) twelve-month period immediately preceding the leave are eligible for FMLA leave.

### **Continuous Leave**

Approved continuous FMLA leave is FMLA leave that is taken and not broken up by periods of work. Continuous FMLA leave is when an employee is absent for three consecutive business days or longer.

### **Intermittent Leave**

Approved intermittent FMLA leave involves the use of days or hours, broken down into increments.

### **Intermittent Leave Or Leave On A Reduced Leave Schedule**

Eligible employees will not be permitted to take intermittent leave or leave on a reduced schedule for the birth or placement of a child for adoption or foster care.

For all other FMLA leave, intermittent leave or leave on a reduced schedule will be permitted where determined to be medically necessary.

If leave is taken intermittently or on a reduced leave schedule, the employee may be temporarily transferred to any available alternative position, which will better accommodate the recurring periods of leave. The alternative position will have equivalent pay and benefits.

### **Military Family Leave Entitlements**

Eligible employees with a spouse, son, daughter, or parent who is a member of the Armed Forces (or is on active duty or has been called to active duty status in the National Guard or Reserves) who has been, or is being, deployed to a foreign country may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

The FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves who has a serious injury or illness incurred in the line of duty on active duty, or which was aggravated in the line of duty on active duty) that may render the service member medically unfit to perform his or her duties for which the service member is

undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list. A covered service member also includes a veteran (who was a member of the Armed Forces at any time during the five years preceding the veteran's medical treatment) who has a serious injury or illness incurred in the line of duty on active duty, or which was aggravated in the line of duty on active duty.

### Qualifying Leave

All qualifying leave taken will be counted against annual FMLA leave entitlement.

### ~~Vacation and Paid Time Off/Leave Substitution~~

FMLA leave is unpaid. However, all sick time will be substituted for unpaid FMLA, continuous and/or intermittent leave. In the event that there is no available sick time, up to 40 hours of ~~vacation time~~PTO will be used prior to the start of Short Term Disability (STD) for qualifying coverage during a 12 month period. Once sick and/or 40 hours of ~~vacation time~~PTO is exhausted, Short Term Disability will be utilized for continuous leave. Short Term Disability will not be permitted to be stacked with sick or ~~vacation time~~PTO.

An employee will use accumulated sick time for approved leave. The leave, even if paid, is still considered to be FMLA leave.

FMLA leave spanning across calendar years will be subject to use of sick and vacation time earned in each calendar year.

### Maintenance of Health Benefits and Other Benefits

While on approved FMLA leave, an employee will continue to be covered under the current group health and life insurance plan. SARTA will continue to pay its share of the monthly premium. If FMLA leave ~~is paid~~qualifies for STD payments, and sick time and 40 hours of PTO is used, regular withholding will continue to pay the employee's share of the monthly premiums. If FMLA leave ~~is unpaid~~does not qualify for STD payments, and sick time is exhausted and 40 hours of PTO is used, the employee must remit to SARTA his/her portion of the premiums by the first of each month.

**Recovery of Premiums.** If an employee does not pay their share of the premiums for thirty (30) days after the due date, the employee's health insurance will be cancelled. ~~The Ee~~employee will receive notice 15 days in advance of cancellation of insurance.

**Maintenance of Other Benefits.** In addition, life insurance, dental and vision benefits will be continued during FMLA leave. ~~The E~~employees must continue to pay their portion of the premium to continue such coverage. Employees will continue to accrue seniority during FMLA leave and will not lose any employment benefits, which accrued prior to the start of the leave.

#### **Election of Leave**

**Notice Requirements.** An employee is required to give thirty (30) days advance notice when the reason for requesting leave is foreseeable. If the leave is not foreseeable, the employee must provide notice as soon as practical, generally no more than two (2) days after employee is aware of the need for leave. Failure to give proper notice may result in leave delay or denial. If FMLA Leave is delayed or denied, such leave will not be subject to FMLA protection, and absences during that period prior to FMLA approval may subject the employee to disciplinary action for unapproved absence up to and including termination.

**Medical Certification.** When requesting leave for a serious health condition of a family member or for the employee's own serious health condition, the employee will be required to provide, at his or her expense, a Medical Certification from the health care provider of the family member or from the employee's own health care provider, as appropriate. The employee must return the completed medical certification to the Human Resources department within fifteen (15) days. Failure to return a properly completed medical certification will result in leave being delayed or denied. If FMLA Leave is delayed or denied, such leave will not be subject to FMLA protection, and absences during that period prior to FMLA approval may subject the employee to disciplinary action for unapproved absence, up to and including termination.

If SARTA has reason to question the sufficiency of the medical certification, SARTA may request, at SARTA's expense, a second opinion. If the two (2) medical certifications conflict, the parties will, in good faith, select a third health care provider to obtain a binding third opinion, at SARTA's expense.

**Recertification.** In addition to the initial certification, SARTA will require a recertification every thirty (30) days at the employee's expense, or more frequently, at SARTA's expense, when determined appropriate by SARTA. If the medical certification indicates a minimum duration of more than 30 days. The employee is not required to provide recertification until the end of the minimum duration provided by medical provider. However, recertification must be provided no less

than every six months, regardless of minimum duration provided by medical provider.

**Reporting Requirements During Leave.** In addition, SARTA will require that the employee contact the Human Resources department monthly to provide them with an update on the employee's or family member's status and whether or not the employee intends to return to work when the FMLA leave ends.

#### **Return From Leave**

**Fitness for Duty Medical Certification.** If the reason for the employee taking FMLA leave is because of the employee's own serious health condition, the employee will be required to submit to the Human Resources department a fitness for duty certification from his/her health care provider prior to returning to work. The certification must state that the employee is able to return to work and perform his/her essential job functions with or without reasonable accommodations.

**Restoration Requirements.** Upon the employee's return from leave, an employee is entitled to his/her same job, or to an equivalent job with equivalent benefits, pay and other terms and conditions of employment, if such a job then exists.

#### **References**

Please refer to the Department of Labor's website for more information on the Family Medical Leave Act: [Department of Labor \(www.DOL.gov\)](http://www.DOL.gov). A copy of "Form 1420" which is issued by the Department of Labor, U.S. Wage and Hour Division, follows this policy and also can be located at <http://www.dol.gov/esa/whd/regs/compliance/posters/fmlaen.pdf>.

October  
~~2019~~2025

Stark Area Regional Transit Authority ee  
Bargaining Employment Handbook



**Welcome**

Welcome to **Stark Area Regional Transit Authority**! We are delighted that you are a part of our organization and hope that you will enjoy a long and successful career with us. As you become familiar with our culture and mission, we hope you will take advantage of opportunities to enhance your career and further **SARTA's** goals.

You are joining an organization that has a reputation for outstanding leadership, innovation, and expertise. Our employees use their creativity and talent to invent new solutions, meet new demands, and offer the most effective public service in the transit industry. With your active involvement, creativity, and support, **SARTA** will continue to achieve its goals. We sincerely hope you will take pride in being an important part of **SARTA's** success.

This Employee Handbook is designed to communicate **SARTA's** responsibility to you and your responsibility to **SARTA**. This document is not intended to address all matters related to employment. As well, conditions may require additions and changes to the contents of this Handbook. At such time, applicable revisions or memos will be issued. This Handbook supersedes and nullifies all previous versions of policies and handbooks governing bargaining unit employees.

Please take time to review this Handbook. If you have questions, feel free to ask your supervisor or to contact the Human Resources Department.

*Disclaimer: This handbook is intended to inform employees about their rights and responsibilities. In the event of a conflict, SARTA's written and approved policies will supersede this handbook.*

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- Tuition Reimbursement
- Transportation for Dependents

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# SARTA's Culture

Mission

Vision

Bargaining Employees

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Stark Area Regional Transit Authority, **SARTA**, is a political sub-division organized under Ohio Revised Code 306.35, which provides public transportation, fixed route and ADA service. **SARTA** is funded by a ¼ percent sales tax that is voted on by citizens of Stark County. **SARTA** also receives Federal and State grants for capital and operating assistance. We are public servants dedicated to providing outstanding customer service - selling our service to one customer at time.

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**SARTA Excellence**

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**Mission**

~~SARTA is committed to enhancing the quality of life for our community by providing efficient, affordable and sustainable mobility options for Stark County. Creating and connecting opportunities one ride at a time.~~

**Vision**

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~~To enhance the economic and environmental viability of Stark County by providing mobility access for employment, education, medical care and recreational opportunities. Driving Stark County toward a relevant and sustainable service, that is an available and convenient choice.~~

We will do this by:

- Operating within budget and in a financially responsible manner
- Enhancing quality of life through personal independence
- Offering mobility options to meet the diverse needs of the public
- Creating an environment supporting professional development to ensure a dynamic workforce operating according to the highest ethical standards
- Continuing our efforts to utilize alternative energy sources for our fleet and facilities

**Cornerstone Values**

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- **Trust** – We honor responsibility to the public and ourselves by operating with honesty and accountability.
- **Customer Service** – We meet the needs of our customers first.
- **Teamwork** – We succeed through unity, communication, and our commitment to serve others while working towards one common goal.
- **Professionalism** – We take pride in ourselves, our work, and our environment wherever we go.

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**Bargaining Employees**

There is an agreement between SARTA and AFSCME Local 1880 regarding union employees.

Nothing in this Employee Handbook is intended to or creates an employment agreement, express or implied. Nothing contained in this or any other document provided to the employee is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time. In addition, no Company company representative is authorized to modify any policy for any employee or to enter into any agreement, oral or written, that changes the at-will relationship.

Any salary figures provided to an employee in annual or monthly terms are stated for the sake of convenience or to facilitate comparisons and are not intended and do not create an employment contract for any specific period of time.

Nothing in this statement is intended to interfere with, restrain, or prevent concerted activity as protected by the National Labor Relations Act. Such activity includes employee communications regarding wages, hours, or other terms or conditions of employment.

**SARTA** employees have the right to engage in or refrain from such activities.

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# Equal Opportunity and Commitment to Diversity

Equal Opportunity

Commitment to Diversity

Americans with Disabilities Act (ADA) and Reasonable

Accommodation

Harassment

Statement of Fraternization

**Equal Opportunity and Commitment to Diversity**

**Equal Opportunity**

SARTA provides equal employment opportunities to all employees and applicants for employment without regard to race, color, sex or gender, gender identity, age, disability, religion, national origin, marital status, ancestry, covered veteran status, or status with respect to public assistance, or any other characteristic or class protected under federal, state, or local law.

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**Commitment to Diversity**

SARTA is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the business and are valued for their skills, experience, and unique perspectives. This commitment is embodied in Company policy and the way we do business at SARTA.

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**Americans with Disabilities Act (ADA) and Reasonable Accommodation**

To ensure equal employment opportunities to qualified individuals with a disability, SARTA will make reasonable accommodations for the known disability of an otherwise qualified individual, unless undue hardship on the operation of the business would result. Employees who may require a reasonable accommodation should contact the Human Resources Department.

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**Harassment**

SARTA provides a work environment that is free from discrimination and harassment.

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**Statement on Fraternalization**

SARTA respects the privacy of its employees outside the workplace. However, some relationships may create conflicts of interest, interfere with work performance of the individuals involved, or with the effective functioning of SARTA. In order to avoid issues arising from such relationships, SARTA encourages employees to use good judgment based on high ethical principles to guide interactions with other employees and SARTA customers.

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**Corresponding policies to refer to:**

- Equal Opportunity and Non-Discriminatory Employment Policy
- Non-Harassment and Non-Discrimination Policy

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# Conflicts of Interest and Confidentiality

Conflicts of Interest  
Confidential Information  
Freedom of Speech Statement

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## Conflicts of Interest and Confidentiality

### Conflicts of Interest

SARTA expects all employees to conduct themselves and Company business in a manner that reflects the highest standards of ethical conduct, and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conflicts of interests.

SARTA recognizes and respects the individual employee's right to engage in activities outside of employment which are private in nature and do not in any way conflict with or reflect poorly on SARTA.

If you think it is a conflict of interest, it probably is – ask Human Resources.

It is not possible to define all the circumstances and relationships that might create a conflict of interest. If a situation arises where there is a potential conflict of interest, the employee should discuss this with Human Resources for advice and guidance on how to proceed. The list below suggests some of the types of activity that indicate improper behavior, unacceptable personal integrity, or unacceptable ethics:

1. Simultaneous employment by another firm that is a competitor of or supplier to SARTA.
2. Carrying on Company business with a firm in which the employee, or a close relative of the employee, has a substantial ownership or interest.
3. Holding a substantial interest in, or participating in the management of, a firm to which SARTA makes sales or from which it makes purchases.
4. Borrowing money from customers or firms, other than recognized loan institutions, from which SARTA buys services, materials, equipment, or supplies.
5. Accepting gifts or excessive entertainment from an outside organization or agency of SARTA's vendors or customers.
6. Speculating or dealing in materials, equipment, supplies, services, or property purchased by SARTA.
7. Participating in civic or professional organization activities in a manner that divulges confidential SARTA information.
8. Misusing privileged information or revealing confidential data to outsiders.
9. Using one's position in SARTA or knowledge of its affairs for personal gains.
10. Engaging in practices or procedures that violate antitrust laws, commercial bribery laws, copyright laws, discrimination laws, campaign contribution laws, or other laws regulating the conduct of Company business.
11. Imposing personal views and beliefs on other employees, customers, and vendors.

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**Confidential Information**

Confidentiality is a right due to all SARTA employees and customers. Confidentiality is the responsibility of all SARTA employees. The protection of confidential business information is vital to the interests and success of SARTA. Information about employees and passengers, not subject to public records, are considered confidential.

All SARTA employees will comply within the parameters for protection of information under the guidelines of the Ohio Revised Code (ORC), HIPPA, Internal Revenue Codes and other basis of law.

An employee who improperly uses or discloses confidential business information or has any infractions within the conflicts of interests will be subject to disciplinary action up to and including termination of employment and legal action, even if he or she does not actually benefit from the disclosed information.

All inquiries from the media must be referred to the Executive Director/CEO.

This provision is not intended to, and should not be interpreted to, prohibit employees from discussing wages and other terms and conditions of employment if they so choose.

**Freedom of Speech Statement**

SARTA respects the rights of free speech and privacy of its employees. SARTA's employees are cautioned that their speech and social media activity either on-duty or off-duty that has a nexus to the employee's job duties and responsibilities may not be protected speech under the First Amendment. Employees must exercise civility in social media use as it relates to SARTA, SARTA personnel, customers, suppliers and members of the public. Employees should also remember that every individual is legally responsible for, and can be liable for, what they write or say.

**Corresponding policies to refer to:**

- Media Policy
- SARTA Code of Conduct for Union Employees
- Public Records Request Policy

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# Employment Relationship

Employment Classification

Work Week and Hours of Operations

Time Records

Overtime

Deductions from Pay/Safe Harbor Exempt

Employees

Paychecks

Personnel Files

Changes in Status

Nepotism

Separation from Employment

**Employment Relationship**

**Employment Classification**

In order to determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, SARTA classifies its employees as shown below. SARTA may review or change employee classifications at any time.

Exempt. Exempt employees are paid on a salaried basis and are not eligible to receive overtime pay.

Nonexempt. Nonexempt employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

Regular, Full-Time. Employees who are not in a temporary status and work a minimum of 30 hours weekly and maintain continuous employment status. Generally, these employees are eligible for the full-time benefits package and are 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 fewer than 30 hours weekly, but at least 20 hours weekly, and who maintain continuous employment status. Part-time employees are eligible for some of the benefits offered by SARTA and are subject to the terms, conditions, and limitations of each benefits program.

**Work Week and Hours of Operations**

SARTA's operation work week hours are Sunday 12:01 a.m. until Saturday 12:00 a.m. and consists of 40 work hours. Office hours are 8:00 a.m. to 4:30 p.m. Monday thru Friday. Individual work schedules are bid upon.

**Time Records**

Complete, accurate weekly time reports showing all time actually worked are recorded for all employees. These records are required by governmental regulations and are used to calculate regular and overtime pay. At the end of each pay period, the supervisor must sign the time sheet attesting to its correctness before forwarding it to Payroll.

**Overtime**

When required due to the needs of the business, you may be asked to work overtime. Overtime is actual hours worked in excess of 40 hours in a single workweek. Nonexempt employees will be paid overtime compensation at the rate of one and one half their regular rate of pay for all hours over 40 actually worked in a single workweek. Paid leave, such as

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~~vacation~~ **Paid Time Off (PTO)**, bereavement time, and jury duty does not apply toward hours worked. All overtime work must be approved by a supervisor or manager.

### **Deductions from Pay/Safe Harbor Exempt Employees**

SARTA complies with the salary basis requirements of the Fair Labor Standards Act (FLSA).

Permitted deductions. The FLSA limits the types of deductions that may be made from the pay of an employee. Deductions that are permitted include:

- Deductions that are required by law, e.g., income taxes;
- Deductions for employee benefits when authorized by the employee;
- Absence from work for one or more full days for personal reasons other than sickness or disability;
- Absence from work for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
- Offset for amounts received as witness or jury fees, or for military pay; or
- Unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.

Improper deductions. If an employee believes that an improper deduction has been taken from his or her pay, the employee should immediately report the deduction to Payroll. The report will be promptly investigated and if it is found that an improper deduction has been made, SARTA will reimburse the employee for the improper deduction.

### **Paychecks**

SARTA's pay period for all employees is biweekly on Friday. If pay day falls on a federal holiday, employees will receive their paycheck on the preceding workday. Paychecks are directly deposited only into your checking and/or savings accounts.

### **Personnel Files**

Employee files are maintained by the Human Resources/Payroll department and are considered confidential. Managers and supervisors may only have access to personnel file information on a need-to-know basis. Employee files may not be taken outside the department. Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information.

### **Change in Status**

It is essential for SARTA to keep each employee's personnel and payroll records current. If an employee has any change of name, address, phone number, marital status, number of dependents or other tax withholding information, beneficiaries, or person(s) to contact in an

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emergency, the employee must make these changes in the employee self-service profile of Microsoft Dynamics GP immediately. As well, prompt satisfactory proof of such matters must be provided to Human Resources or Payroll.

Direct deposit and tax deductions payroll changes must be submitted one (1) week prior to payroll and is limited to four (4) changes per year.

**Nepotism**

To preclude favoritism or the appearance of favoritism, SARTA has adopted rules concerning nepotism.

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**Separation from Employment**

In all cases of voluntary resignation (one initiated by the employee), employees are asked to provide a written notice to their supervisor at least two (2) weeks in advance of the last day of work. The two (2) weeks must be actual working days. Employees who provide the requested amount of notice will be considered to have resigned in good standing and generally will be eligible for rehire.

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In most cases, Human Resources will conduct an exit meeting on or before the last day of employment to collect all Company property, and to discuss final pay. If applicable, information regarding benefits continuation through the Consolidated Omnibus Budget Reconciliation Act (COBRA) will be sent to the employee's home address.

Should it become necessary because of business conditions to reduce the number of employees or work hours, this will be done in accordance with Article 14 – Lay-Offs of the Collective Bargaining Agreement.

In cases of voluntary resignation, termination, reduction in the number of employees, or retirement, all badges, uniforms, and other SARTA property must be returned to SARTA prior to issuance of final pay.

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**Corresponding policies to refer to:**

- Nepotism Policy
- SARTA Code of Conduct for Union Employees

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## Workplace Safety

Drug-Free and Alcohol-Free Workplace

Smoke-Free Workplace

Workplace Violence Prevention

Commitment to Safety

Handicap Parking for Employees

Emergency Closings

**Drug-Free and Alcohol-Free Workplace**

It is the policy of SARTA to maintain a drug- and alcohol-free work environment that is safe and productive for employees and others having business with SARTA.

The unlawful use, possession, purchase, sale, distribution, or being under the influence of any illegal drug and/or the misuse of legal drugs while on Company or client premises or while performing services for SARTA is strictly prohibited. SARTA also prohibits reporting to work or performing services under the influence of alcohol or consuming alcohol while on duty or during work hours. In addition, SARTA prohibits off-premises abuse of alcohol and controlled substances, as well as the possession, use, or sale of illegal drugs. These activities adversely affect job performance, job safety, and potentially SARTA's reputation in the community.

**Smoke-Free Workplace**

Smoking is not allowed in Company buildings, personal vehicles on Company property, or work areas at any time. "Smoking" includes the use of any tobacco products (including chewing tobacco), electronic smoking devices, and e-cigarettes.

Smoking is only permitted during break times in designated areas. Employees using these areas are expected to dispose of any smoking debris safely and properly.

**Workplace Violence Prevention**

SARTA is committed to providing a safe, violence-free workplace for our employees. Due to this commitment, we discourage employees from engaging in any physical confrontation with a violent or potentially violent individual or from behaving in a threatening or violent manner. Threats, threatening language, or any other acts of aggression or violence made toward or by any employee will not be tolerated. A threat may include any verbal or physical harassment or abuse, attempts to intimidate others, menacing gestures, stalking, or any other hostile, aggressive, and/or destructive actions taken for the purposes of intimidation. This policy covers any violent or potentially violent behavior that occurs in the workplace or at Company-sponsored functions.

All SARTA employees bear the responsibility of keeping our work environment free from violence or potential violence. Any employee who witnesses or is the recipient of violent behavior should promptly inform their supervisor, manager, or the Human Resources Department. All threats will be promptly investigated. No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this guideline.

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Any individual engaging in violence against **SARTA**, its employees, or its property will be prosecuted to the full extent of the law. All acts will be investigated, and the appropriate action will be taken. Any such act or threatening behavior may result in disciplinary action up to and including termination.

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**SARTA** prohibits the possession of weapons on its property at all times, including our parking lots or Company vehicles. Additionally, while on duty, employees may not carry a weapon of any type. Weapons include, but are not limited to, handguns, rifles, automatic weapons, and knives that can be used as weapons (excluding pocketknives, utility knives, and other instruments that are used to open packages, cut string, and for other miscellaneous tasks), martial arts paraphernalia, stun guns, and tear gas. Any employee violating this policy is subject to discipline up to and including dismissal for the first offense.

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**SARTA** reserves the right to inspect all belongings of employees on its premises, including packages, briefcases, purses and handbags, gym bags, and personal vehicles on Company property. In addition, **SARTA** may inspect the contents of lockers, storage areas, file cabinets, desks, and work stations at any time and may remove all Company property and other items that are in violation of Company rules and policies.

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#### **Commitment to Safety**

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Protecting the safety of our employees, customers, public, and visitors is the most important aspect of running our business.

All employees have the opportunity and responsibility to contribute to a safe work environment by using commonsense rules and safe practices and by notifying management when any health or safety issues are present. All employees are encouraged to partner with management to ensure maximum safety for all. Any concerns regarding safety should be immediately reported to your immediate supervisor.

In the event of an emergency, notify the appropriate emergency personnel by dialing 9 for an outside line, then dial 911 to activate the medical emergency services.

For safety and to ensure uninterrupted work patterns, any non-employees visiting the Gateway facility must appropriately register in the front reception area and be issued a visitor badge.

Scheduled community based and industry related tours are encouraged in order to maximize resources and generate support.

Disruptive visits are unacceptable at all times.

### Handicap Parking for Employees

In order for any SARTA employee to use a handicap designated parking space, the employee must first provide evidence to SARTA that the employee has a current, valid state issued disability parking placard issued to the employee. Please contact the Human Resources department if this applies to you.

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### Emergency Closings

SARTA will always make every attempt to be open for business. In situations in which employees are concerned about their safety, employees should contact a supervisor.

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SARTA serves as an emergency response service for Stark County.

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### Corresponding policies to refer to:

- Drug and Alcohol Policy for Safety Sensitive Employees
- SARTA Code of Conduct for Union Employees
- Non-Harassment and Non-Discrimination Policy
- Safety Policy

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### Corresponding procedures to refer to:

- Handicap Procedure
- Employee Report of Occupational Illness or Injury

# Workplace Guidelines

Job Performance

Outside Employment

Dress and Grooming

Social Media Acceptable Use

Bulletin Boards

Solicitation

Computers, Internet, Email, & Other Resources

Discipline

**Job Performance**

Communication between employees and supervisors/managers is very important. Discussions regarding job performance are ongoing and often informal. Employees should initiate conversations with their supervisors if they feel additional ongoing feedback is needed.

Generally, formal performance reviews are conducted annually. These reviews include a discussion between the employee and the supervisor about job performance and expectations for the coming year.

**Outside Employment**

Employees are permitted to work a second job as long as it does not interfere with their job performance with SARTA. Employees with a second job are expected to work their SARTA assigned schedules. A second job will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours.

A second job must not be one that violates SARTA's Conflict of Interest language.

If outside work activity causes or contributes to job-related problems, it must be discontinued, or the employee may be subject to disciplinary action, up to and including termination.

**Dress and Grooming**

SARTA will provide uniforms according to the Collective Bargaining Agreement, Article 25 – Uniforms. It is important to project a professional image to our customers, visitors, and coworkers. All employees are expected to dress in a manner consistent with good hygiene, cleanliness, and safety.

Any questions or complaints regarding the appropriateness of attire should be directed to your immediate supervisor.

**Bulletin Boards**

All required governmental postings are posted on the boards located in employee break areas, in accordance with Article 26 of the Collective Bargaining Agreement. These boards may also contain general announcements.

Employees are prohibited from posting any notices of general interest, such as for-sale notices; recreational-type announcements and/or club functions (e-mail should not be used for the aforementioned); postcards; expressions of gratitude or sympathy; and notices

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looking for/offering carpools, tickets, roommates, or pets without permission from Human Resources. **SARTA** reserves the right to refuse permission to post or to take down any announcement.

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### **Solicitation**

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Employees should be able to work in an environment that is free from unnecessary annoyances and interference with their work. In order to protect our employees and visitors, solicitation by employees is strictly prohibited while either the employee being solicited or the employee doing the soliciting is on "working time." "Working time" is defined as time during which an employee is not at a meal, on break, or on the premises immediately before or after his or her shift.

Employees are also prohibited from distributing written materials, handbills, or any other type of literature on working time and, at all times, in "working areas," which includes all office areas. "Working areas" do not include break rooms, parking lots, or common areas shared by employees during nonworking time.

Nonemployees may not trespass or solicit or distribute materials anywhere on Company property at any time.

### **Computers, Internet, Email, and Other Resources**

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**SARTA** provides a wide variety of communication tools and resources to employees for use in running day-to-day business activities. Whether it is the telephone, voice mail, fax, scanner, Internet, intranet, email, text messaging, or any other Company-provided technology, use should be reserved for business-related matters during working hours. All communication using these tools should be handled in a professional and respectful manner.

Employees should not have any expectation of privacy in their use of Company computer, phone, or other communication tools. All communications made using Company-provided equipment or services including email and internet activity, are subject to inspection by **SARTA**. Employees should keep in mind that even if they delete an email, voicemail or other communication, a copy may be archived on **SARTA's** systems.

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### **Discipline**

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**SARTA** expects employees to comply with **SARTA's** Standard Code of Conduct and to correct any noncompliance with these standards.

Under normal circumstances, **SARTA** endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. It does, however, retain the right to administer discipline in any manner it sees fit. This policy

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does not modify the status of employees as employees-at-will or in any way restrict SARTA's right to bypass the disciplinary procedures suggested.

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Corresponding policies to refer to:

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- Cellular Phones and Other Electronic Devices
- Technical Assets and Electronic Communication Policy
- Cyber Security Policy
- SARTA Code of Conduct for Union Employees

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Corresponding procedures to refer to:

- Bulletin Board Posting Procedure

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# Attendance, Time Off, and Leaves of Absence

Attendance

Time Off

Holidays

~~Vacation~~

PTO

FMLA (Family and Medical Leave)

Military Leave

Bereavement Leave

Jury Duty/Court Appearance

**Attendance**

All employees are expected to arrive on time, ready to work, every day they are scheduled to work. If unable to arrive at work on time, or if an employee will be absent for an entire day, Coach Operators must contact Dispatch by calling (330) 639-2800 and Maintenance Technicians and Service Technicians must contact Maintenance Department at (330) 477-2782 ext 528. Excessive absenteeism or tardiness will result in discipline up to and including termination. Failure to show up or call in for a scheduled shift without prior approval may result in termination. If an employee fails to report to work or call in to inform the supervisor of the absence for 3 consecutive days or more, the employee will be considered to have voluntarily resigned employment.

\*Refer to The Absence Control Policy Section, Article 21 of the Collective Bargaining Contract

**Time Off**

Employees will utilize ~~floating holidays~~ PTO and vacation for requested time off including excused days. When no floating holiday or vacation is available, the occurrence will be subject to The Absence Control Policy Section, Article 21 of the Collective Bargaining Contract.

**Holidays**

SARTA observes and allows time off with pay for the following holidays:

- New Year’s Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas
- Employee’s Birthday

Holiday pay. Full-time non-probationary employees are eligible for holiday pay. Part-time and temporary employees, including summer employees, are not eligible for holiday pay.

Holiday pay shall be at the employee’s regular straight-time rate, inclusive of shift premiums, for his/her regularly scheduled hours (not to exceed 8 hours).

A holiday shall be considered as 8 hours worked for the purpose of computing overtime. For holiday pay, please refer to Article 32 - Holidays of the Collective Bargaining Agreement.

**Floating Holidays**

After successful completion of an employee’s probationary period, an employee is entitled to seven (7) Floating Holidays. These may be taken at any time during the year upon approval

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from management. Floating Holidays may not be carried over from year to year. Refer to Article 32 – Holidays of the Collective Bargaining Agreement.

**Religious observances**~~Observances~~

- Employees who need time off to observe religious practices or holidays not already scheduled by SARTA, should speak with their supervisor. Employees may also be able to switch a scheduled day with another employee, take ~~vacation time~~PTO, or take off unpaid days. SARTA will seek to reasonably accommodate individuals’ religious observances. Such time must be pre-approved.

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**Vacation**~~Paid Time Off~~

SARTA provides ~~paid vacation time~~PTO to full-time employees for this purpose and employees are encouraged to take vacation during the year after successful completion of their probationary period. –Part-time employees are not eligible for ~~vacation hours~~PTO.

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~~Vacation~~PTO allotments shall be awarded on January 1 for that calendar year and must be used in the calendar year awarded. Unused ~~vacation~~PTO will be forfeited.

Full-time employees will accrue ~~paid vacation~~PTO annually according to the following schedule:

<del>Years of Service</del>	<del>Weeks of Schedule</del>
<del>0 – 6 months</del>	<del>0 weeks</del>
<del>6 months – 18 months (1 ½ years)</del>	<del>1 week</del>
<del>18 months – 66 months (5 ½ years)</del>	<del>2 weeks</del>
<del>66 months – 174 months (14 ½ years)</del>	<del>3 weeks</del>
<del>174 months – 234 months (19 ½ years)</del>	<del>4 weeks</del>
<del>234 months – 294 months (24 ½ years)</del>	<del>5 weeks</del>
<del>294 months or more</del>	<del>6 weeks</del>

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<b><u>Years of Service Completed</u></b>	<b><u>Calculation x Annual Hours Paid</u></b>	<b><u>Hours</u></b>
<u>Post-Probation – &lt; 1 Year</u>	<u>0.034615 x previous year’s hours paid</u>	<u>72</u>
<u>1 – 4 Years</u>	<u>0.073077 x previous year’s hours paid</u>	<u>152</u>
<u>5 – 9 Years</u>	<u>0.092308 x previous year’s hours paid</u>	<u>192</u>
<u>10 – 14 Years</u>	<u>0.111538 x previous year’s hours paid</u>	<u>232</u>
<u>15 – 19 Years</u>	<u>0.130769 x previous year’s hours paid</u>	<u>272</u>
<u>20 – 24 Years</u>	<u>0.15 x previous year’s hours paid</u>	<u>312</u>
<u>25+ Years</u>	<u>0.16923 x previous year’s hours paid</u>	<u>352</u>

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Employees may not take paid vacation until they actually have earned the vacation time. New employees earn ~~paid vacation~~PTO at the start of employment, but may not take any ~~vacation~~PTO until they have completed their probationary period.

To take vacation, please refer to Article 33 – ~~Vacations~~PTO of the

Collective Bargaining Agreement.

~~If the need for a leave of absence is foreseeable, employees are required to give at least 30-days' advance notice (e.g., a planned medical treatment) whenever possible. If the need for a leave of absence is not foreseeable, employees are asked to notify their supervisor according to Article 20 — Leaves of Absences and Article 21 — Absence Control Policy Section of the Collective Bargaining Agreement.~~

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If an employee misses three (3) or more consecutive days because of illness, an employee must apply for FMLA.

**Family and Medical Leave**

SARTA complies with the federal Family and Medical Leave Act (FMLA), which requires employers to grant unpaid leaves of absence to qualified workers for certain medical and family-related reasons. SARTA also abides by any state and local leave laws. The more generous of the laws will apply to the employee if the employee is eligible under both federal and state laws.

Please note there are many requirements, qualifications, and exceptions under these laws, and each employee's situation is different. Contact the Human Resources department to discuss options for leave.

If an employee misses more than three (3) consecutive days because of illness, an employee must apply for FMLA. If the need for a leave of absence is foreseeable, employees are required to give at least 30 days' advance notice (e.g., a planned medical treatment) whenever possible. If the need for a leave of absence is not foreseeable, employees are asked to notify their supervisor according to Article 20 – Leaves of Absences and Article 21 – Absence Control Policy Section of the Collective Bargaining Agreement.

**Military Leave**

SARTA supports the military obligations of all employees and grants leaves for uniformed service in accordance with applicable federal and state laws. Any employee who needs time off for uniformed service should immediately notify the Human Resources department and his or her supervisor, who will provide details regarding the leave. If an employee is unable to provide notice before leaving for uniformed service, a family member should notify the supervisor as soon as possible.

Upon return from military leave, employees will be granted the same seniority, pay, and benefits as if they had worked continuously. Failure to report for work within the prescribed time after completion of military service will be considered a voluntary termination. All employees who enter military service may accumulate a total absence of 5 years and still retain employment rights. Refer to Article 20 – Leave of Absences of the Collective Bargaining Agreement.

**Bereavement Leave**

Employees may take up to three (3) scheduled days of paid bereavement leave upon the death of a family member. Refer to Article 20 – Leave of Absences of the Collective

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Bargaining Agreement.

**SARTA** will require verification of the need for the leave. Human Resources will consider this time off on a case-by-case basis.

Payment for bereavement leave is computed at the regular hourly rate to a maximum of 8 hours for one (1) day. Time off granted in accordance with this policy shall not be credited as time worked for the purpose of computing overtime.

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**Jury Duty/Court Appearance**

SARTA supports employees in their civic duty to serve on a jury. Employees must present any summons to jury duty to their supervisor as soon as possible after receiving the notice to allow advance planning for an employee’s absence. Please refer Article 20 – Leaves of Absences of the Collective Bargaining Agreement.

Employees will be paid for their time required for jury duty when proper documentation is submitted. Employees are required to submit to SARTA any payments for jury duty.

Time for appearance in court for personal business will be the individual employee’s responsibility. ~~Vacation days or floating holidays~~PTO will be used for this purpose. If no time is available, time off without pay may be granted. Approved time off is based on operational needs.

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**Corresponding policies to refer to:**

- Family Medical Leave Act Policy (FMLA) for Union Employees
- SARTA Code of Conduct for Union Employees
- ~~Notice Regarding Attendance and Absences~~ Absence Control for Union Employees

**Corresponding procedures to refer to:**

- ~~Floating Holidays~~PTO Procedure
- Lose-Out Procedure
- Occurrence Procedure
- Operator’s Birthday Procedure
- Overtime Procedure
- ~~Requesting An Excused Day~~ Procedure
- ~~Vacation-PTO~~ Buddy Switch Procedure
- ~~Vacation Time~~PTO Procedure

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## Employee Benefits

Medical, Dental, and Vision Insurance

Group Life Insurance

Short-Term Disability

Long-Term Disability

OPERS (Ohio Public Employees Retirement System)

Ohio Deferred Compensation

Worker's Compensation

EAP (Employee Assistance Program)

Tuition Reimbursement

Transportation for Dependents

**SARTA** recognizes the value of benefits to employees and their families. **SARTA** supports employees by offering a comprehensive and competitive benefits program. For more information regarding benefit programs, please refer to **SARTA** Benefits Guide for Union, given during open enrollment, or contact the Human Resources department. To the extent of the information provided here conflicts with the Summary Plan Document or Full Plan Document, the full plan document will control.

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When an employee is out on leave for any reason, an employee is required to continue to pay their premium for medical, Flexible Spending Account (FSA), and any other ancillary benefits they may have chosen. It is the responsibility of the employee to notify Payroll to make arrangements.

### **Medical, Dental, and Vision Insurance**

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Full-time employees working 30 hours or more per week are eligible for medical insurance on day 61 of employment. To keep coverage in force, every insured employee must work a minimum of 30 hours per week.

Dental and Vision insurance is available through AFSCME Care Plan on day 61 for all union employees.

### **Eligibility for Dependents** (In accordance with Article 35 and Article 45 of the Collective Bargaining Agreement:

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- Spousal coverage will only be offered if not offered through the spouse's employer. A Spousal Medical Coverage Questionnaire must be completed by employee and spouse's employer. Spousal Coverage changes are required to be reported to the Human Resources department within 30 days of the change.
- Health Insurance for dependent children will only be covered until age 26
- In the event that both parents provide coverage, the primary plan belongs to the parent whose birthday falls closest to the beginning of the year.
- Additional exceptions are enforced by court order (documentation is required).

### **Group Life Insurance**

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**SARTA** provides life insurance for full-time employees who work a minimum of 30 hours per week. Employees are eligible for this benefit on day 61 of employment. The life benefit is \$25,000. The cost of this coverage is paid for in full by **SARTA**. Additionally, a life insurance benefit for a spouse is \$3,000 and \$1,000 for each dependent. Life insurance expires on dependents at age 23 (25 if they are a full-time student – documentation required). According to IRS regulations, dependent benefits exceeding \$2,000 will be taxed accordingly. Supplementary life insurance can be purchased at the employee's expense through payroll

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deduction. This option is available annually during open enrollment periods and at the time of initial hire.

### **Short-Term Disability**

Short-term ~~disability~~ **Disability** (STD) is offered to full-time employees, in accordance with Article 35 of the Collective Bargaining Agreement, working a minimum of 30 hours per week. Employees are eligible for this benefit after ~~61 days of employment~~ **one full year of employment**. ~~If an employee becomes disabled and cannot work for a short period of time, this coverage pays 60 percent of the employee's weekly rate, up to 26 weeks. This is a benefit funded solely by SARTA. An employee must use 40 hours of their vacation prior to entitlement for this benefit. This is a benefit funded solely by SARTA.~~ STD will not be awarded concurrently with ~~vacation~~ **PTO**.

Short-term disability benefits will be run concurrently with FMLA leave and/or any other leave where permitted by state and federal law.

### **Long-Term Disability**

Long-term disability benefits are not offered as a benefit.

### **Ohio Public Employees Retirement System (OPERS)**

SARTA recognizes the importance of saving for retirement and offers eligible employees retirement through OPERS.

Contributions are based on earned salary. OPERS requires that 24% of earnable salary is contributed for each employee (Employer Share is 14%; Employee Share is 10%). Additionally, **SARTA** will contribute 8.5% of the employee's share. Bargaining Employees will contribute the remaining 1.5%

\*Refer to Article 41 of the Collective Bargaining Agreement

Eligibility, vesting, and all other matters relating to these plans can be found on [www.opers.org](http://www.opers.org)

### **Ohio Deferred Compensation**

Ohio Deferred Compensation is a supplemental 457(b) retirement plan for all Ohio public employees. Employees may sign up each year during open enrollment or at the time of hire. This benefit is a pre-tax payroll deduction to assist in saving for retirement. For more information, see [www.ohio457.org](http://www.ohio457.org)

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**Workers' Compensation**

Workers' compensation is a "no-fault" system that provides compensation for medical expenses and wage losses to employees who are injured or who become ill because of employment.

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SARTA pays the entire cost of workers' compensation insurance. The insurance provides coverage for related medical and rehabilitation expenses and a portion of lost wages to employees who sustain an injury on the job.

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SARTA abides by all applicable state workers' compensation laws and regulations.

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If an employee sustains a job-related injury or illness, an employee must notify the supervisor immediately. The employee must complete an injury report and return the form to the Human Resources department. Human Resources will file the claim with the insurance Company. In cases of true medical emergencies, report to the nearest emergency room.

Light Duty will be assigned at SARTA's discretion when available.

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Workers' compensation benefits (paid or unpaid) will run concurrently with FMLA leave. In addition, employees will not be paid ~~vacation or sick leave~~ PTO for approved absences covered by SARTA's workers' compensation program, except to supplement the workers' compensation benefits such as when the plan only covers a portion of the employee's salary as allowed by state law.

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**Employee Assistance Program**

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The Employee Assistance Program (EAP) is a resource designed to provide highly confidential and experienced help for employees and their dependents in dealing with issues that affect their lives and the quality of their job performance. SARTA wants employees to be able to maintain a healthy balance of work and family that allows them to enjoy life. The EAP is a confidential counseling and referral service that can help employees successfully deal with life's challenges.

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SARTA encourages employees to use this valuable service whenever they have such a need.

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Employees who choose to use these counseling services are assured the information disclosed in their sessions is confidential and not available to SARTA, nor is SARTA given any information on who chooses to use the services.

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For questions or additional information about this program, employees may contact the Human Resources department.

**Tuition Reimbursement**

SARTA will offer Tuition Reimbursement to employees to increase their competence in their present jobs or to prepare for future advancements within the agency. This benefit will be solely based on the availability in the budget on a yearly basis. This benefit operates on a first come, first served basis.

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**Transportation for Dependents**

SARTA will provide complimentary transportation on its fixed routes for spouses and children of current employees with assigned badges, pending yearly approval.

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**Corresponding policies to refer to:**

- Family and Medical Leave Act Policy
- Short Term Disability
- Safety Policy
- Tuition Reimbursement Policy

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**Corresponding procedures to refer to:**

- Dependent Badges Procedure
- Employee Report of Occupational Illness or Injury Procedure
- Short Term Disability Procedure
- Family and Medical Leave Procedure

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~~October~~  
~~2019~~December  
2025

# Stark Area Regional Transit Authority Non-Bargaining Employee Handbook



Tammy Brown  
Stark Area Regional Transit Authority

## Welcome

Welcome to **Stark Area Regional Transit Authority**! We are delighted that you are a part of our organization and hope that you will enjoy a long and successful career with us. As you become familiar with our culture and mission, we hope you will take advantage of opportunities to enhance your career and further **SARTA's** goals.

You are joining an organization that has a reputation for outstanding leadership, innovation, and expertise. Our employees use their creativity and talent to invent new solutions, meet new demands, and offer the most effective public service in the transit industry. With your active involvement, creativity, and support, **SARTA** will continue to achieve its goals. We sincerely hope you will take pride in being an important part of **SARTA's** success.

This Employee Handbook is designed to communicate **SARTA's** responsibility to you and your responsibility to **SARTA**. This document is not intended to address all matters related to employment. As well, conditions may require additions and changes to the contents of this Handbook. At such time, applicable revisions or memos will be issued. This Handbook supersedes and nullifies all previous versions of policies and handbooks governing non-bargaining unit employees.

Please take time to review this Handbook. If you have questions, feel free to ask your supervisor or to contact the Human Resources Department.

*Disclaimer: This handbook is intended to inform employees about their rights and responsibilities. In the event of a conflict, SARTA's written and approved policies will supersede this handbook.*

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# SARTA's Culture

Mission

Vision

Employee at Will

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Stark Area Regional Transit Authority, **SARTA**, is a political sub-division organized under Ohio Revised Code 306.35, which provides public transportation, fixed route and ADA service. **SARTA** is funded by a ¼ percent sales tax that is voted on by citizens of Stark County. **SARTA** also receives Federal and State grants for capital and operating assistance. We are public servants dedicated to providing outstanding customer service - selling our service to one customer at a time.

### SARTA Excellence

#### Mission

~~SARTA is committed to enhancing the quality of life for our community by providing efficient, affordable and sustainable mobility options for Stark County. Creating and connecting opportunities one ride at a time.~~

#### Vision

~~To enhance the economic and environmental viability of Stark County by providing mobility access for employment, education, medical care and recreational opportunities. Driving Stark County toward a relevant and sustainable service, that is an available and convenient choice.~~

We will do this by:

- ~~Operating within budget and in a financially responsible manner~~
- ~~Enhancing quality of life through personal independence~~
- ~~Offering mobility options to meet the diverse needs of the public~~
- ~~Creating an environment supporting professional development to ensure a dynamic workforce operating according to the highest ethical standards~~
- ~~Continuing our efforts to utilize alternative energy sources for our fleet and facilities~~

### Cornerstone Values

- Trust – We honor responsibility to the public and ourselves by operating with honesty and accountability.
- Customer Service – We meet the needs of our customers first.
- Teamwork – We succeed through unity, communication, and our commitment to serve others while working towards one common goal.
- Professionalism – We take pride in ourselves, our work, and our environment wherever we go.

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### Employment at Will

Employment at **SARTA** is on an at-will basis. This means that either the employee or **SARTA** may terminate the employment relationship at any time, for any reason, with or without notice.

Nothing in this Employee Handbook is intended to or creates an employment agreement, express or implied. Nothing contained in this or any other document provided to the employee is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time. In addition, no company representative is authorized to modify any policy for any employee or to enter into any agreement, oral or written, that changes the at-will relationship.

Any salary figures provided to an employee in annual or monthly terms are stated for the sake of convenience or to facilitate comparisons and are not intended and do not create an employment contract for any specific period of time.

Nothing in this statement is intended to interfere with, restrain, or prevent concerted activity as protected by the National Labor Relations Act. Such activity includes employee communications regarding wages, hours, or other terms or conditions of employment. **SARTA** employees have the right to engage in or refrain from such activities.

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Equal Opportunity  
Committee  
Handbook

# Equal Opportunity and Commitment to Diversity

Equal Opportunity  
Commitment to Diversity  
Americans with Disabilities Act (ADA) and Reasonable  
Accommodation  
Harassment  
Statement of Fraternalization

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## **Equal Opportunity and Commitment to Diversity**

### **Equal Opportunity**

SARTA provides equal employment opportunities to all employees and applicants for employment without regard to race, color, sex or gender, gender identity, age, disability, religion, national origin, marital status, ancestry, covered veteran status, or status with respect to public assistance, or any other characteristic or class protected under federal, state, or local law.

### **Commitment to Diversity**

SARTA is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the business and are valued for their skills, experience, and unique perspectives. This commitment is embodied in Company policy and the way we do business at SARTA.

### **Americans with Disabilities Act (ADA) and Reasonable Accommodation**

To ensure equal employment opportunities to qualified individuals with a disability, SARTA will make reasonable accommodations for the known disability of an otherwise qualified individual, unless undue hardship on the operation of the business would result. Employees who may require a reasonable accommodation should contact the Human Resources Department.

### **Harassment**

SARTA provides a work environment that is free from discrimination and harassment.

### **Statement on Fraternization**

SARTA respects the privacy of its employees outside the workplace. However, some relationships may create conflicts of interest, interfere with work performance of the individuals involved, or with the effective functioning of SARTA. In order to avoid issues arising from such relationships, SARTA encourages employees to use good judgment based on high ethical principles to guide interactions with other employees and SARTA customers.

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#### **Corresponding policies to refer to:**

- Equal Opportunity and Non-Discriminatory Employment Policy
- Non-Harassment and Non-Discrimination Policy

# Conflicts of Interest and Confidentiality

Conflicts of Interest  
Confidential Information  
Freedom of Speech Statement

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## Conflicts of Interest and Confidentiality

### Conflicts of Interest

**SARTA** expects all employees to conduct themselves and Company business in a manner that reflects the highest standards of ethical conduct, and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conflicts of interests.

**SARTA** recognizes and respects the individual employee's right to engage in activities outside of employment which are private in nature and do not in any way conflict with or reflect poorly on **SARTA**.

If you think it is a conflict of interest, it probably is – ask Human Resources.

It is not possible to define all the circumstances and relationships that might create a conflict of interest. If a situation arises where there is a potential conflict of interest, the employee should discuss this with Human Resources for advice and guidance on how to proceed. The list below suggests some of the types of activity that indicate improper behavior, unacceptable personal integrity, or unacceptable ethics:

1. Simultaneous employment by another firm that is a competitor of or supplier to **SARTA**.
2. Carrying on Company business with a firm in which the employee, or a close relative of the employee, has a substantial ownership or interest.
3. Holding a substantial interest in, or participating in the management of, a firm to which **SARTA** makes sales or from which it makes purchases.
4. Borrowing money from customers or firms, other than recognized loan institutions, from which **SARTA** buys services, materials, equipment, or supplies.
5. Accepting gifts or excessive entertainment from an outside organization or agency of **SARTA**'s vendors or customers.
6. Speculating or dealing in materials, equipment, supplies, services, or property purchased by **SARTA**.
7. Participating in civic or professional organization activities in a manner that divulges confidential **SARTA** information.
8. Misusing privileged information or revealing confidential data to outsiders.
9. Using one's position in **SARTA** or knowledge of its affairs for personal gains.
10. Engaging in practices or procedures that violate antitrust laws, commercial bribery laws, copyright laws, discrimination laws, campaign contribution laws, or other laws regulating the conduct of Company business.
11. Imposing personal views and beliefs on other employees, customers, and vendors.

### **Confidential Information**

Confidentiality is a right due to all **SARTA** employees and customers. Confidentiality is the responsibility of all **SARTA** employees. The protection of confidential business information is vital to the interests and success of **SARTA**. Information about employees and passengers, not subject to public records, are considered confidential.

All **SARTA** employees will comply within the parameters for protection of information under the guidelines of the Ohio Revised Code (ORC), HIPPA, Internal Revenue Codes and other basis of law.

An employee who improperly uses or discloses confidential business information or has any infractions within the conflicts of interests will be subject to disciplinary action up to and including termination of employment and legal action, even if he or she does not actually benefit from the disclosed information.

All inquiries from the media must be referred to the Executive Director/CEO.

This provision is not intended to, and should not be interpreted to, prohibit employees from discussing wages and other terms and conditions of employment if they so choose.

### **Freedom of Speech Statement**

**SARTA** respects the rights of free speech and privacy of its employees. **SARTA's** employees are cautioned that their speech and social media activity either on-duty or off-duty that has a nexus to the employee's job duties and responsibilities may not be protected speech under the First Amendment. Employees must exercise civility in social media use as it relates to **SARTA**, **SARTA** personnel, customers, suppliers and members of the public. Employees should also remember that every individual is legally responsible for, and can be liable for, what they write or say.

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#### **Corresponding policies to refer to:**

- **Media Policy**
- **SARTA Code of Conduct for Admin Employees**
- **Public Records Request Policy**

# Employment Relationship

Employment Classification

Work Week and Hours of Operations

Time Records

Overtime

Deductions from Pay/Safe Harbor Exempt

Employees

Paychecks

Personnel Files

Changes in Status

Nepotism

Separation from Employment

## **Employment Relationship**

### **Employment Classification**

In order to determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, SARTA classifies its employees as shown below. SARTA may review or change employee classifications at any time.

Exempt. Exempt employees are paid on a salaried basis and are not eligible to receive overtime pay.

Nonexempt. Nonexempt employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

Regular, Full-Time. Employees who are not in a temporary status and work a minimum of 30 hours weekly and maintain continuous employment status. Generally, these employees are eligible for the full-time benefits package and are 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 fewer than 30 hours weekly, but at least 20 hours weekly, and who maintain continuous employment status. Part-time employees are eligible for some of the benefits offered by SARTA and are subject to the terms, conditions, and limitations of each benefits program.

### **Work Week and Hours of Operations**

SARTA's operation work week hours are Sunday 12:01 a.m. until Saturday 12:00 a.m. and generally consists of 40 work hours. Office hours are 8:00 a.m. to 4:30 p.m. Monday thru Friday, with a 30-minute lunch break. Individual work schedules may vary depending on the needs of each department.

### **Time Records**

Complete, accurate weekly time reports showing all time actually worked are recorded for all employees. These records are required by governmental regulations and are used to calculate regular and overtime pay. At the end of each pay period, the supervisor must sign the time sheet attesting to its correctness before forwarding it to Payroll.

### **Overtime**

When required due to the needs of the business, you may be asked to work overtime. Overtime is actual hours worked in excess of 40 hours in a single workweek. Nonexempt employees will be paid overtime compensation at the rate of one and one half their regular rate of pay for all hours over 40 actually worked in a single workweek. Paid leave, such as

~~vacation~~ Paid Time Off (PTO), bereavement time, and jury duty does not apply toward hours worked. All overtime work must be approved by a supervisor or manager.

### **Deductions from Pay/Safe Harbor Exempt Employees**

SARTA complies with the salary basis requirements of the Fair Labor Standards Act (FLSA).

Permitted deductions. The FLSA limits the types of deductions that may be made from the pay of an employee. Deductions that are permitted include:

- Deductions that are required by law, e.g., income taxes;
- Deductions for employee benefits when authorized by the employee;
- Absence from work for one or more full days for personal reasons other than sickness or disability;
- Absence from work for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
- Offset for amounts received as witness or jury fees, or for military pay; or
- Unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.

Improper deductions. If an employee believes that an improper deduction has been taken from his or her pay, the employee should immediately report the deduction to Payroll. The report will be promptly investigated and if it is found that an improper deduction has been made, SARTA will reimburse the employee for the improper deduction.

### **Paychecks**

SARTA's pay period for all employees is biweekly on Friday. If pay day falls on a federal holiday, employees will receive their paycheck on the preceding workday. Paychecks are directly deposited only into your checking and/or savings accounts.

### **Personnel Files**

Employee files are maintained by the Human Resources/Payroll department and are considered confidential. Managers and supervisors may only have access to personnel file information on a need-to-know basis. Employee files may not be taken outside the department. Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information.

### **Change in Status**

It is essential for SARTA to keep each employee's personnel and payroll records current. If an employee has any change of name, address, phone number, marital status, number of dependents or other tax withholding information, beneficiaries, or person(s) to contact in an

emergency, the employee must make these changes in the employee self-service profile of Microsoft Dynamics GP immediately. As well, prompt satisfactory proof of such matters must be provided to Human Resources or Payroll.

Direct deposit and tax deductions payroll changes must be submitted one (1) week prior to payroll and is limited to four (4) changes per year.

### **Nepotism**

To preclude favoritism or the appearance of favoritism, **SARTA** has adopted rules concerning nepotism.

### **Separation from Employment**

In all cases of voluntary resignation (one initiated by the employee), employees are asked to provide a written notice to their supervisor at least two (2) weeks in advance of the last day of work. The two (2) weeks must be actual working days. Employees who provide the requested amount of notice will be considered to have resigned in good standing and generally will be eligible for rehire.

In most cases, Human Resources will conduct an exit meeting on or before the last day of employment to collect all Company property, and to discuss final pay. If applicable, information regarding benefits continuation through the Consolidated Omnibus Budget Reconciliation Act (COBRA) will be sent to the employee's home address.

Should it become necessary because of business conditions to reduce the number of employees or work hours, this will be done at the discretion of **SARTA**.

In cases of voluntary resignation, termination, reduction in the number of employees, or retirement, all badges, uniforms, and other **SARTA** property must be returned to **SARTA** prior to issuance of final pay.

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### **Corresponding policies to refer to:**

- Nepotism Policy
- **SARTA** Code of Conduct for Admin Employees

# Workplace Safety

Drug-Free and Alcohol-Free Workplace

Smoke-Free Workplace

Workplace Violence Prevention

Commitment to Safety

Handicap Parking for Employees

Emergency Closings

### **Drug-Free and Alcohol-Free Workplace**

It is the policy of **SARTA** to maintain a drug- and alcohol-free work environment that is safe and productive for employees and others having business with **SARTA**.

The unlawful use, possession, purchase, sale, distribution, or being under the influence of any illegal drug and/or the misuse of legal drugs while on Company or client premises or while performing services for **SARTA** is strictly prohibited. **SARTA** also prohibits reporting to work or performing services under the influence of alcohol or consuming alcohol while on duty or during work hours. In addition, **SARTA** prohibits off-premises abuse of alcohol and controlled substances, as well as the possession, use, or sale of illegal drugs. These activities adversely affect job performance, job safety, and potentially **SARTA**'s reputation in the community.

### **Smoke-Free Workplace**

Smoking is not allowed in Company buildings, personal vehicles on Company property, or work areas at any time. "Smoking" includes the use of any tobacco products (including chewing tobacco), electronic smoking devices, and e-cigarettes.

Smoking is only permitted during break times in designated areas. Employees using these areas are expected to dispose of any smoking debris safely and properly.

### **Workplace Violence Prevention**

**SARTA** is committed to providing a safe, violence-free workplace for our employees. Due to this commitment, we discourage employees from engaging in any physical confrontation with a violent or potentially violent individual or from behaving in a threatening or violent manner. Threats, threatening language, or any other acts of aggression or violence made toward or by any employee will not be tolerated. A threat may include any verbal or physical harassment or abuse, attempts to intimidate others, menacing gestures, stalking, or any other hostile, aggressive, and/or destructive actions taken for the purposes of intimidation. This policy covers any violent or potentially violent behavior that occurs in the workplace or at Company-sponsored functions.

All **SARTA** employees bear the responsibility of keeping our work environment free from violence or potential violence. Any employee who witnesses or is the recipient of violent behavior should promptly inform their supervisor, manager, or the Human Resources Department. All threats will be promptly investigated. No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this guideline.

Any individual engaging in violence against **SARTA**, its employees, or its property will be prosecuted to the full extent of the law. All acts will be investigated, and the appropriate action will be taken. Any such act or threatening behavior may result in disciplinary action up to and including termination.

**SARTA** prohibits the possession of weapons on its property at all times, including our parking lots or Company vehicles. Additionally, while on duty, employees may not carry a weapon of any type. Weapons include, but are not limited to, handguns, rifles, automatic weapons, and knives that can be used as weapons (excluding pocketknives, utility knives, and other instruments that are used to open packages, cut string, and for other miscellaneous tasks), martial arts paraphernalia, stun guns, and tear gas. Any employee violating this policy is subject to discipline up to and including dismissal for the first offense.

**SARTA** reserves the right to inspect all belongings of employees on its premises, including packages, briefcases, purses and handbags, gym bags, and personal vehicles on Company property. In addition, **SARTA** may inspect the contents of lockers, storage areas, file cabinets, desks, and work stations at any time and may remove all Company property and other items that are in violation of Company rules and policies.

#### **Commitment to Safety**

Protecting the safety of our employees, customers, public, and visitors is the most important aspect of running our business.

All employees have the opportunity and responsibility to contribute to a safe work environment by using commonsense rules and safe practices and by notifying management when any health or safety issues are present. All employees are encouraged to partner with management to ensure maximum safety for all. Any concerns regarding safety should be immediately reported to your immediate supervisor.

In the event of an emergency, notify the appropriate emergency personnel by dialing 9 for an outside line, then dial 911 to activate the medical emergency services.

For safety and to ensure uninterrupted work patterns, any non-employees visiting the Gateway facility must appropriately register in the front reception area and be issued a visitor badge.

Scheduled community based and industry related tours are encouraged in order to maximize resources and generate support.

Disruptive visits are unacceptable at all times.

### Handicap Parking for Employees

In order for any **SARTA** employee to use a handicap designated parking space, the employee must first provide evidence to **SARTA** that the employee has a current, valid state issued disability parking placard issued to the employee. Please contact the Human Resources department if this applies to you.

### Emergency Closings

**SARTA** will always make every attempt to be open for business. In situations in which employees are concerned about their safety, employees should contact a supervisor.

**SARTA** serves as an emergency response service for Stark County.

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#### Corresponding policies to refer to:

- Drug and Alcohol Policy for Non-Safety Sensitive Employees
- SARTA Code of Conduct for Admin Employees
- Non-Harassment and Non-Discrimination Policy
- Safety Policy

#### Corresponding procedures to refer to:

- Handicap Procedure
- Employee Report of Occupational Illness or Injury

# Workplace Guidelines

Job Performance

Outside Employment

Dress and Grooming

Bulletin Boards

Solicitation

Computers, Internet, Email, & Other Resources

Discipline

### **Job Performance**

Communication between employees and supervisors/managers is very important. Discussions regarding job performance are ongoing and often informal. Employees should initiate conversations with their supervisors if they feel additional ongoing feedback is needed.

Generally, formal performance reviews are conducted annually. These reviews include a discussion between the employee and the supervisor about job performance and expectations for the coming year.

### **Outside Employment**

Employees are permitted to work a second job as long as it does not interfere with their job performance with **SARTA**. Employees with a second job are expected to work their **SARTA** assigned schedules. A second job will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours.

A second job must not be one that violates **SARTA's** Conflict of Interest language.

If outside work activity causes or contributes to job-related problems, it must be discontinued, or the employee may be subject to disciplinary action, up to and including termination.

### **Dress and Grooming**

**SARTA** provides a business-casual work environment for its employees. Even though the dress code is business-casual, it is important to project a professional image to our customers, visitors, and coworkers. All employees are expected to dress in a manner consistent with good hygiene, safety, and good taste. Please use common sense.

**SARTA** observes "Friday jean" day. Please use common sense.

Any questions or complaints regarding the appropriateness of attire should be directed to your immediate supervisor.

### **Bulletin Boards**

All required governmental postings are posted on the boards located in employee break areas. These boards may also contain general announcements.

Employees are prohibited from posting any notices of general interest, such as for-sale notices; recreational-type announcements and/or club functions (e-mail should not be used

for the aforementioned); postcards; expressions of gratitude or sympathy; and notices looking for/offering carpoools, tickets, roommates, or pets without permission from Human Resources. **SARTA** reserves the right to refuse permission to post or to take down any announcement.

#### **Solicitation**

Employees should be able to work in an environment that is free from unnecessary annoyances and interference with their work. In order to protect our employees and visitors, solicitation by employees is strictly prohibited while either the employee being solicited or the employee doing the soliciting is on "working time." "Working time" is defined as time during which an employee is not at a meal, on break, or on the premises immediately before or after his or her shift.

Employees are also prohibited from distributing written materials, handbills, or any other type of literature on working time and, at all times, in "working areas," which includes all office areas. "Working areas" do not include break rooms, parking lots, or common areas shared by employees during nonworking time.

Nonemployees may not trespass or solicit or distribute materials anywhere on Company property at any time.

#### **Computers, Internet, Email, and Other Resources**

**SARTA** provides a wide variety of communication tools and resources to employees for use in running day-to-day business activities. Whether it is the telephone, voice mail, fax, scanner, Internet, intranet, email, text messaging, or any other Company-provided technology, use should be reserved for business-related matters during working hours. All communication using these tools should be handled in a professional and respectful manner.

Employees should not have any expectation of privacy in their use of Company computer, phone, or other communication tools. All communications made using Company-provided equipment or services including email and internet activity, are subject to inspection by **SARTA**. Employees should keep in mind that even if they delete an email, voicemail or other communication, a copy may be archived on **SARTA's** systems.

#### **Discipline**

**SARTA** expects employees to comply with **SARTA's** Standard Code of Conduct and to correct any noncompliance with these standards.

Under normal circumstances, **SARTA** endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. It

does, however, retain the right to administer discipline in any manner it sees fit. This policy does not modify the status of employees as employees-at-will or in any way restrict SARTA's right to bypass the disciplinary procedures suggested.

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Corresponding policies to refer to:

- Cellular Phones and Other Electronic Devices
- Technical Assets and Electronic Communication Policy
- Cyber Security Policy
- SARTA Code of Conduct for Admin Employees

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# Attendance, Time Off, and Leaves of Absence

Attendance

Time Off

Holidays

~~Vacation~~ PTO

Sick Leave

FMLA (Family and Medical Leave)

Military Leave

Bereavement Leave

Jury Duty/Court Appearance

### Attendance

All employees are expected to arrive on time, ready to work, every day they are scheduled to work. If unable to arrive at work on time, or if an employee will be absent for an entire day, employees must call their immediate supervisor. Excessive absenteeism or tardiness will result in discipline up to and including termination. Failure to show up or call in for a scheduled shift without prior approval may result in termination. If an employee fails to report to work or call in to inform the supervisor of the absence for 3 consecutive days or more, the employee will be considered to have voluntarily resigned employment.

### Time Off

Employees will utilize ~~floating holidays, vacation~~ PTO, and sick time for requested time off including excused days. *Please refer to the Attendance Policy for Administrative Employees.*

### Holidays

SARTA observes and allows time off with pay for the following holidays:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas
- Employee's Birthday
- Employee's Work Anniversary Day

Holiday pay. Full-time non-probationary employees are eligible for holiday pay. Part-time and temporary employees, including summer employees, are not eligible for holiday pay.

Holiday pay shall be at the employee's regular straight-time rate, for his/her regularly scheduled hours (not to exceed 8 hours).

### Floating Holidays

~~After successful completion of an employee's probationary period, an employee is entitled to seven (7) Floating Holidays. These may be taken at any time during the year upon approval from management. Floating Holidays may not be carried over from year to year.~~

### Religious observances~~Observances:~~

Employees who need time off to observe religious practices or holidays not already scheduled by SARTA should speak with their supervisor. SARTA will seek to reasonably accommodate individuals' religious observances. Such time must be pre-approved.

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### Vacation Paid Time Off (PTO)

SARTA provides ~~paid vacation~~ Paid Time Off (PTO) time to full-time employees after successful completion of their probationary period. ~~for this purpose and employees are encouraged to take vacation during the year.~~ Part-time employees are not eligible for vacation-PTO hours.

~~Vacation-PTO~~ allotments shall be awarded on January 1 for that calendar year and must be used in the calendar year awarded. Unused ~~vacation-PTO~~ will be forfeited.

Full-time employees will accrue ~~paid vacation~~ PTO annually according to the following schedule:

<u>Years of Service Completed</u>	<u>Calculation x Annual Hours Paid</u>	<u>Hours</u>
<u>Post-Probation – &lt; 1 Year</u>	<u>0.034615 x previous year's hours paid</u>	<u>72</u>
<u>1 – 4 Years</u>	<u>0.073077 x previous year's hours paid</u>	<u>152</u>
<u>5 – 9 Years</u>	<u>0.092308 x previous year's hours paid</u>	<u>192</u>
<u>10 – 14 Years</u>	<u>0.111538 x previous year's hours paid</u>	<u>232</u>
<u>15 – 19 Years</u>	<u>0.130769 x previous year's hours paid</u>	<u>272</u>
<u>20 – 24 Years</u>	<u>0.15 x previous year's hours paid</u>	<u>312</u>
<u>25+ Years</u>	<u>0.16923 x previous year's hours paid</u>	<u>352</u>

### Years of Service \_\_\_\_\_ Weeks of Schedule

~~0 – 6 months~~ \_\_\_\_\_ ~~0 weeks~~

~~6 months – 18 months (1 ½ years)~~ \_\_\_\_\_ ~~1 week~~

~~18 months – 66 months (5 ½ years)~~ \_\_\_\_\_ ~~2 weeks~~

~~66 months – 174 months (14 ½ years)~~ \_\_\_\_\_ ~~3 weeks~~

~~174 months – 234 months (19 ½ years)~~ \_\_\_\_\_ ~~4 weeks~~

~~234 months – 294 months (24 ½ years)~~ \_\_\_\_\_ ~~5 weeks~~

~~294 months or more~~ \_\_\_\_\_ ~~6 weeks~~

If the need for a leave of absence is foreseeable, employees are required to give at least 30 days' advance notice (e.g., a planned medical treatment) whenever possible. If the need for a leave of absence is not foreseeable, employees are asked to notify their supervisor.

~~Vacation-PTO~~ allotments shall be awarded on January 1 for that calendar year and must be used in the calendar year awarded. Unused ~~vacation-PTO~~ will be forfeited.

### **Sick Leave**

SARTA provides regular, full-time employees with paid sick time. Employees become eligible for sick time after completing their probation. Upon completion of an employee's probation, they are awarded eight (8) hours of sick time and will accrue four (4) hours every

subsequent pay period. If an employee works less than 64 hours during the pay period, the accrual is prorated at a rate of .05 per hours worked. Hours worked excludes sick time.

Employees may use sick leave, upon approval of the responsible administrative officer of the employing unit, for absence due to personal illness, pregnancy, injury, exposure to contagious disease that could be communicated to other employees, and illness, injury, or death in the employee's immediate family.

Sick days are not intended to be used as a substitute for ~~vacation-PTO~~ days. Sick days will be used if an employee needs time off for scheduled medical procedures or appointments.

Sick time will continue to accrue up to 320 hours. Any additional hours accrued beyond 320 hours shall be cashed out at half (1/2) the regular hourly rate during year-end cash outs.

If an employee misses more than three (3) consecutive days because of illness, an employee must apply for FMLA. If the need for sick leave is foreseeable, employees are required to give at least 30 days' advance notice (e.g., a planned medical treatment) whenever possible. If the need for sick leave is not foreseeable, employees are asked to notify their supervisor as soon as is practical.

~~If an employee misses three (3) or more consecutive days because of illness, an employee must apply for FMLA.~~

Employees who resign with a proper two (2) week notice or retire will be paid for all unused sick time at a rate of one-half (1/2) the regular hourly rate, upon return of any **SARTA** property.

#### **Family and Medical Leave**

**SARTA** complies with the federal Family and Medical Leave Act (FMLA), which requires employers to grant unpaid leaves of absence to qualified workers for certain medical and family-related reasons. **SARTA** also abides by any state and local leave laws. The more generous of the laws will apply to the employee if the employee is eligible under both federal and state laws.

Please note there are many requirements, qualifications, and exceptions under these laws, and each employee's situation is different. Contact the Human Resources department to discuss options for leave.

#### **Military Leave**

**SARTA** supports the military obligations of all employees and grants leaves for uniformed service in accordance with applicable federal and state laws. Any employee who needs time

off for uniformed service should immediately notify the Human Resources department and his or her supervisor, who will provide details regarding the leave. If an employee is unable to provide notice before leaving for uniformed service, a family member should notify the supervisor as soon as possible.

Upon return from military leave, employees will be granted the same seniority, pay, and benefits as if they had worked continuously. Failure to report for work within the prescribed time after completion of military service will be considered a voluntary termination. All employees who enter military service may accumulate a total absence of 5 years and still retain employment rights.

#### **Bereavement Leave**

Employees may take up to three (3) scheduled days of paid bereavement leave upon the death of a family member.

**SARTA** will require verification of the need for the leave. Human Resources will consider this time off on a case-by-case basis.

Payment for bereavement leave is computed at the regular hourly rate to a maximum of 8 hours for one (1) day. Time off granted in accordance with this policy shall not be credited as time worked for the purpose of computing overtime.

#### **Jury Duty/Court Appearance**

**SARTA** supports employees in their civic duty to serve on a jury. Employees must present any summons to jury duty to their supervisor as soon as possible after receiving the notice to allow advance planning for an employee's absence.

Employees will be paid for their time required for jury duty when proper documentation is submitted. Employees are required to submit to **SARTA** any payments for jury duty.

Time for appearance in court for personal business will be the individual employee's responsibility. Vacation days or floating holidays PTO will be used for this purpose. If no time is available, time off without pay may be granted. Approved time off is based on operational needs.

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#### **Corresponding policies to refer to:**

- Family Medical Leave Act Policy (FMLA) for Admin Employees
- SARTA Code of Conduct for Admin Employees

# Employee Benefits

Medical, Dental, and Vision Insurance

Group Life Insurance

Short-Term Disability

Long-Term Disability

OPERS (Ohio Public Employees Retirement System)

Ohio Deferred Compensation

Worker's Compensation

EAP (Employee Assistance Program)

Tuition Reimbursement

Transportation for Dependents

SARTA recognizes the value of benefits to employees and their families. SARTA supports employees by offering a comprehensive and competitive benefits program. For more information regarding benefit programs, please refer to SARTA Benefits Guide for Union, given during open enrollment, or contact the Human Resources department. To the extent of the information provided here conflicts with the Summary Plan Document or Full Plan Document, the full plan document will control.

When an employee is out on leave for any reason, an employee is required to continue to pay their premium for medical, Flexible Spending Account (FSA), and any other ancillary benefits they may have chosen. It is the responsibility of the employee to notify Payroll to make arrangements.

#### Medical, Dental, and Vision Insurance

Full-time employees working 30 hours or more per week are eligible for medical insurance on the first day of first full month following employment.

#### Eligibility for Dependents:

- Spousal coverage will only be offered if not offered through the spouse's employer. A Spousal Medical Coverage Questionnaire must be completed by employee and spouse's employer. Spousal Coverage changes are required to be reported to the Human Resources department within 30 days of the change.
- Health Insurance for dependent children will only be covered until age 26
- In the event that both parents provide coverage, the primary plan belongs to the parent whose birthday falls closest to the beginning of the year.
- Additional exceptions are enforced by court order (documentation is required).

#### Group Life Insurance

SARTA provides life insurance for full-time employees who work a minimum of 30 hours per week. Employees are eligible for this benefit on the first day of the first full month following employment. The life benefit is \$25,000. The cost of this coverage is paid for in full by SARTA. Additionally, a life insurance benefit for a spouse is \$3,000 and \$1,000 for each dependent. Life insurance expires on dependents at age 23 (25 if they are a full-time student – documentation required). According to IRS regulations, dependent benefits exceeding \$2,000 will be taxed accordingly. Supplementary life insurance can be purchased at the employee's expense through payroll deduction. This option is available annually during open enrollment periods and at the time of initial hire.

#### Short-Term Disability

Short-term disability (STD) is offered to full-time employees, working a minimum of 30 hours per week. Employees are eligible for this benefit on the first day of the

~~first full month following after one full year of employment. If an employee becomes disabled and cannot work for a short period of time, this coverage pays 66 percent of the employee's weekly rate, up to 26 weeks.~~ This is a benefit funded solely by SARTA. ~~An employee must use 40 hours of their vacation prior to entitlement for this benefit.~~ STD will not be awarded concurrently with any other time off.

Short-term disability benefits will be run concurrently with FMLA leave and/or any other leave where permitted by state and federal law.

#### **Long-Term Disability**

Long-term disability benefits are not offered as a benefit.

#### **Ohio Public Employees Retirement System (OPERS)**

SARTA recognizes the importance of saving for retirement and offers eligible employees retirement through OPERS.

Contributions are based on earned salary. OPERS requires that 24% of earnable salary is contributed for each employee (Employer Share is 14%; Employee Share is 10%).

SARTA will contribute the employee's 10% share.

Eligibility, vesting, and all other matters relating to these plans can be found on [www.opers.org](http://www.opers.org)

#### **Ohio Deferred Compensation**

Ohio Deferred Compensation is a supplemental 457(b) retirement plan for all Ohio public employees. Employees may sign up each year during open enrollment or at the time of hire. This benefit is a pre-tax payroll deduction to assist in saving for retirement.

For more information, see [www.ohio457.org](http://www.ohio457.org)

#### **Workers' Compensation**

Workers' compensation is a "no-fault" system that provides compensation for medical expenses and wage losses to employees who are injured or who become ill because of employment.

SARTA pays the entire cost of workers' compensation insurance. The insurance provides coverage for related medical and rehabilitation expenses and a portion of lost wages to employees who sustain an injury on the job.

SARTA abides by all applicable state workers' compensation laws and regulations.

If an employee sustains a job-related injury or illness, an employee must notify the supervisor immediately. The employee must complete an injury report and return the form to the Human Resources department. Human Resources will file the claim with the insurance Company. In cases of true medical emergencies, report to the nearest emergency room.

Light Duty will be assigned at **SARTA's** discretion when available.

Workers' compensation benefits (paid or unpaid) will run concurrently with FMLA leave. In addition, employees will not be paid ~~vacation-PTO~~ or sick leave for approved absences covered by **SARTA's** workers' compensation program, except to supplement the workers' compensation benefits such as when the plan only covers a portion of the employee's salary as allowed by state law.

#### **Employee Assistance Program**

The Employee Assistance Program (EAP) is a resource designed to provide highly confidential and experienced help for employees and their dependents in dealing with issues that affect their lives and the quality of their job performance. **SARTA** wants employees to be able to maintain a healthy balance of work and family that allows them to enjoy life. The EAP is a confidential counseling and referral service that can help employees successfully deal with life's challenges.

**SARTA** encourages employees to use this valuable service whenever they have such a need. Employees who choose to use these counseling services are assured the information disclosed in their sessions is confidential and not available to **SARTA**, nor is **SARTA** given any information on who chooses to use the services.

For questions or additional information about this program, employees may contact the Human Resources department.

#### **Tuition Reimbursement**

**SARTA** will offer Tuition Reimbursement to employees to increase their competence in their present jobs or to prepare for future advancements within the agency. This benefit will be solely based on the availability in the budget on a yearly basis. This benefit operates on a first come, first served basis.

#### **Transportation for Dependents**

**SARTA** will provide complimentary transportation on its fixed routes for spouses and children of current employees with assigned badges, pending yearly approval.

Corresponding policies to refer to:

- Family and Medical Leave Act Policy for Admin Employees
- [Short Term Disability](#)
- Safety Policy
- [Tuition Reimbursement Policy](#)
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Corresponding procedures to refer to:

- Dependent Badges Procedure
- [Employee Report of Occupational Illness or Injury Procedure](#)
- [Family and Medical Leave Procedure](#)
- [Short Term Disability Procedure](#)

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