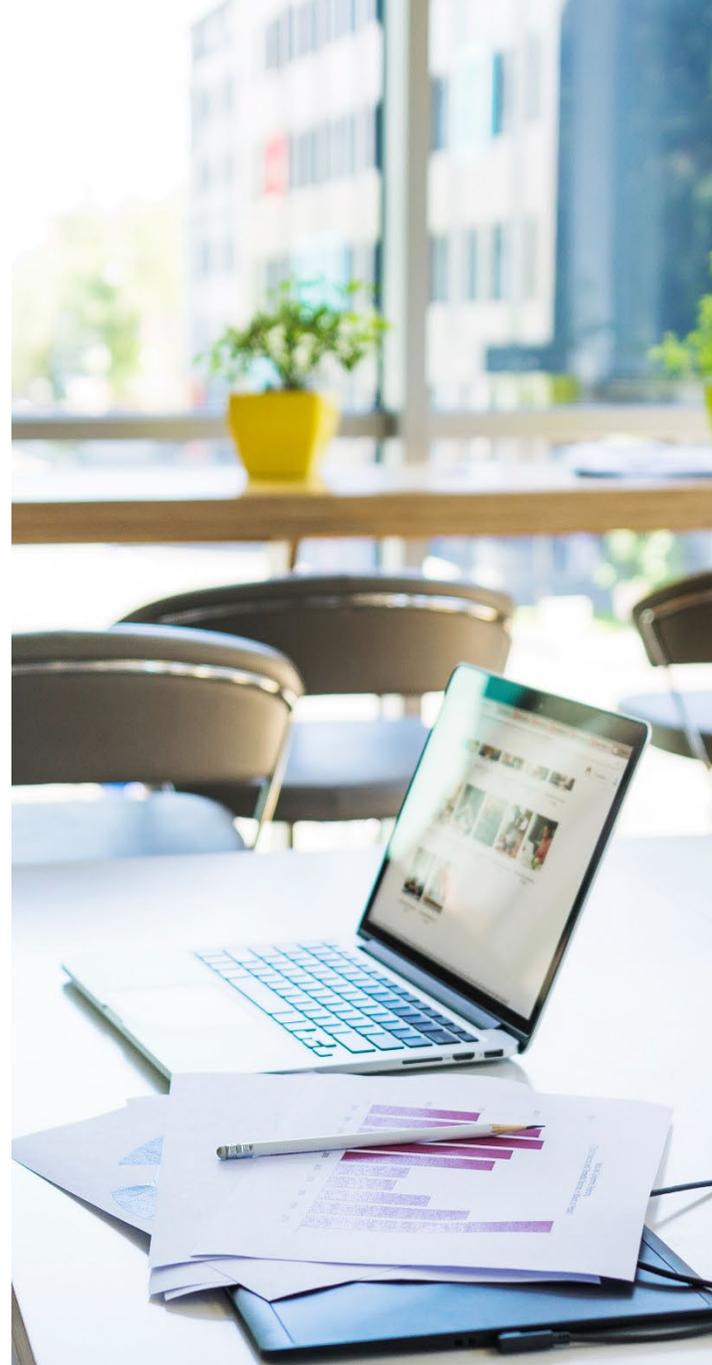


Personnel Handbook



PALM BEACH
Transportation
Planning Agency

Welcome!

Welcome to the Palm Beach Transportation Planning Agency (TPA). We are excited you have chosen to join our team! With your help, we will execute our mission to collaboratively plan, prioritize, and fund transportation as we seek to establish a safe, efficient, and connected multimodal system for all of Palm Beach County.

The purpose of this Personnel Handbook is to advise you of the policies and benefits of employment which enable the TPA to function effectively. While this Handbook includes a capacious amount of information, it may not cover all topics or areas of concern. If you have any additional questions regarding your employment, please make them known to me or your supervisor.

We know that you will find employment with the TPA to be a rewarding and enjoyable experience. We strive to provide a work environment that allows you to make meaningful contributions, enables you to maintain a thriving personal life, and equips you for future success in your career path. Our leadership team is always available to provide any assistance or guidance you may need.

Thank you for joining our team and we look forward to working with you.

Sincerely,

Valerie Neilson, AICP
Interim Executive Director

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Section 1. General Information

1.1 Purpose

The purpose of the Personnel Handbook (Handbook) is to document the terms and benefits of employment with the Palm Beach TPA.

1.2 Authority

The Palm Beach Metropolitan Planning Organization (MPO), doing business as the Palm Beach Transportation Planning Agency (TPA), has been established by interlocal agreement; is operated pursuant to 23 CFR 134, 49 CFR 5303-5305, and Section 339.175, F.S.; and is empowered to employ personnel.

1.3 Applicability

This Handbook is applicable to all employees and volunteers of the TPA. It is the employee's responsibility to become familiar with and follow the TPA's policies and procedures, and to contact their supervisor or the Executive Director if uncertain about any information contained in this Handbook. Recognition of this responsibility is a term and condition of initial and continued employment with the TPA.

If any area of the Handbook is in direct conflict with the contract for the staff position of Executive Director, the contract shall prevail for the Executive Director position. The Handbook shall not apply to non-employees such as board members, advisory committee members or individuals retained by the TPA via contractual or vendor arrangement unless expressly stated. To the extent that there is a conflict between this Handbook and previous handbooks, procedures, policies or rules, this Handbook controls.

None of the provisions should be interpreted as creating a contractual relationship or giving any employee the right to be retained as an employee or to receive any benefits.

1.4 Amendments

Section 2, TPA Employment Policies, may only be amended or modified by the TPA Governing Board pursuant to their adopted by-laws.

Section 3, TPA Employment Procedures, may be amended by the Executive Director from time to time as deemed necessary and appropriate.

1.5 Compliance with Federal and State Laws and Regulations

It is the policy of the TPA to operate in compliance with all applicable federal and state laws and regulations, including but not limited to the following:

- A. The Health Insurance Portability and Accountability Act of 1996 (HIPAA). HIPAA offers protections for employees that improve portability and continuity of health insurance coverage. This legislation provides protections for the privacy of employee's protected health information. Protected health information does not pertain to all health information; it only includes information that the employer receives directly from a medical facility, doctors' office and/or the health insurance carrier.
- B. The Americans with Disabilities Act of 1990 (ADA) and all amendments. Reasonable accommodations will be made for qualified individuals with known disabilities unless doing so would result in an undue hardship to the TPA. This policy governs all matters related to recruitment, advertising, initial selection of employment, and all other aspects of employment including, but not limited to, compensation, promotion, demotion, transfer, lay-offs, terminations, leave of absence, and training opportunities.
- C. Title VII of the Civil Rights Act of 1964, as amended, for all current and prospective employees without regard to race, color, religion, sex (including pregnancy), national origin, or any characteristic protected by law. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship to the TPA. In order to provide equal employment and advancement opportunities to all individuals, employment decisions at the TPA will be based on merit, qualifications, and abilities.
- D. Chapter 112, Part III, F.S., related to code of ethics for public officers and employees.
- E. Chapter 119, F.S., related to public records.
- F. Chapter 295, F.S., related to Veteran's Preference in hiring, promotional opportunities and layoff retention.
- G. Section 386.201-2-215, F.S., related to indoor air and tobacco smoke.
- H. Chapter 440, F.S., related to Workers' Compensation. All TPA employees are covered and such coverage begins immediately upon employment.
- I. Section 440.101-101.1025, F.S., and Rules 69L-9.015 and 59A-24, F.A.C., related to maintaining a "DRUG FREE" workplace.
- J. Section 760.01-.11, F.S., referred to as the Florida Civil Rights Act.

- K. Section 768.095 F.S., allowing an employer to disclose information about a former or current employee to a prospective employer without liability.
- L. Section 784.048, F.S., related to harassment in the workplace.

1.6 Open Door Policy

The TPA promotes an atmosphere where employees can speak openly and honestly with management staff. All employees have the right to discuss freely with management any matter relating to their employment.

Section 2. TPA Employment Policies

2.1 TPA Employees

- A. The TPA Governing Board shall hire the Executive Director via employment contract.
- B. The TPA Executive Director shall propose the total number of TPA employees for TPA Board approval as part of the TPA's budget. The TPA Executive Director shall hire all TPA employees.
 - 1. Full-time employee means an employee who is regularly scheduled to work a 40-hour workweek.
 - 2. Part-time employee means an employee who is regularly scheduled to work less than a 40-hour workweek. Employee leave benefits are prorated for employees who work less than a 40-hour but at least a 30-hour workweek, and no employee benefits are provided for employees who work less than a 30-hour workweek.
 - 3. Temporary employee means an employee hired for a specified project or time frame. The scheduled workweek can range from 5 to 40 hours per week. Employees in this category do not receive benefits.
- C. All TPA employees are employed at-will, meaning that either the TPA or the employee may terminate the employment relationship at any time for any reason, with or without cause.
- D. All TPA employees are classified as Exempt or Non-Exempt by position definition pursuant to the Fair Labor Standards Act (FLSA).

2.2 Salary

- A. The salary and any supplemental employee benefits for the Executive Director shall be set by the TPA Governing Board and memorialized via employment contract.
- B. The salary and any supplemental employee benefits for TPA employees shall be set by the Executive Director. Periodic salary reviews and adjustments are at the sole discretion of the Executive Director. Salary is subject to funding appropriation by the TPA Governing Board within the TPA's budget.
- C. The Executive Director may propose annual adjustments to employee salaries based on Cost of Living Adjustments (COLA) and/or Performance Reviews. COLA will be based on Consumer Price Index (CPI) data published on the United States Department of Labor Bureau of Labor Statistics website. CPI is a measure of average change over time in the prices paid by urban consumers for a market basket of consumer goods and services. All annual adjustments are subject to budget availability and approval by the TPA Governing Board.

2.3 Employee Benefits

A. Insurance

1. The TPA shall provide eligible employees the opportunity to purchase group hospitalization, medical, and dental insurance for both the employee and any eligible dependent(s). TPA subsidy rate(s) for insurance premiums shall be developed through a review of budget availability and shall be subject to approval by the TPA Governing Board.
2. The TPA shall provide employees the opportunity to purchase short-term and long-term disability insurance at negotiated group rates through the TPA's insurance carrier.
3. The TPA shall provide paid life insurance premiums for employees (\$25,000 life and \$15,000 accident) at no cost to the employee. The TPA shall provide employees the opportunity to purchase supplemental life insurance for employees and eligible dependents at negotiated group rates through the TPA's insurance carrier.

B. Retirement Savings

1. The TPA is a participant in the Florida Retirement System (FRS), a state-administered retirement program for employees who are employed in regularly established positions. Enrollment and participation in the FRS program is mandatory.
2. The TPA shall provide employees the opportunity to participate in a 457 deferred compensation plan through optional payroll deductions.
3. The TPA may provide all employees the opportunity to participate in a 401(a) money-purchase retirement plan.

C. Transportation

It is the policy of the TPA to be a regional leader with regards to alternate commuter modes of transportation to alleviate congestion on area roadways. To assist employee travels to and from work, the TPA provides parking at no cost to the employee; reimbursement of transit costs (i.e. bus fares and/or rail fares); and/or reimbursement of actual costs of using a bicycle for commuting purposes. The employee may choose the most advantageous option, however, certain positions may be required to use a certain method of travel to accomplish the tasks of that position (i.e., use of a personal vehicle to attend out-of-office meetings).

1. The TPA will provide employee parking at a nearby available parking facility for those employees wishing to drive a personal vehicle to work.
2. The TPA will provide reimbursement for the use of public transit for employee travels to and from work, consistent with the limits of this benefit as determined by the Internal Revenue Service (IRS).

3. The TPA will provide reimbursement for actual costs incurred to use a bicycle to commute to work, consistent with the limits of this benefit as determined by the IRS. Additionally, the TPA will provide on-site bicycle parking for employees.

D. Tuition Reimbursement

1. The TPA encourages all regular, full-time employees to pursue educational opportunities to the fullest extent possible. Such opportunities include both job-related education and/or self-improvement courses and programs that are job-related and, in the judgment of the employee's supervisor, increases the employee's potential contribution to the TPA. Accordingly, prior approval must be obtained to ensure reimbursement under this policy upon completion of the course.
2. The TPA has established a tuition reimbursement program to help its employees defray the costs associated with the aforementioned pursuit. The tuition reimbursement program is available to eligible employees who have been employed by the TPA full-time for at least six (6) months. The maximum amount available per employee shall be \$2,500 yearly for graduate courses and \$2,000 yearly for undergraduate, subject to budget availability. The Finance Department shall be responsible for maintaining all records associated with this program.
3. Employees that elect to participate in this program are required to earn a grade of B or better to be eligible for the reimbursement. Additionally, employees are required to continue to work for the TPA for one-year following receipt of a tuition reimbursement. Any tuition reimbursement program participant who elects to terminate TPA employment or is terminated due to gross misconduct within one-year of course or program completion shall repay the TPA a pro-rated amount equivalent to the value of the tuition reimbursement, either directly or through deductions from his or her final paycheck if the balance is sufficient to cover the amount owed, or through a combination thereof.
4. Except where such training is required, participation in the tuition reimbursement program is voluntary. Classes must be attended on the employee's own time unless permission is granted by the Executive Director.
5. There will be no duplicate payments for the same coursework. If the course or training is reimbursable under another program (e.g., scholarships, grants or any other form of assistance), the provisions of this program do not apply.
6. To receive reimbursement, the employee must, within thirty (30) calendar days after published course completion date, provide the Executive Director with receipts of tuition and evidence of satisfactory completion of courses taken.

E. Cell Phone Stipend

The TPA may provide select employees with a cell phone stipend to ensure continued access, at the discretion of the Executive Director.

2.4 Paid Leave

A. Holidays

1. TPA employees will be allowed holiday leave with pay on the following recognized holidays:

New Year's Day	January 1
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	November 11
Thanksgiving	Fourth Thursday and Friday in November
Christmas	December 25 and either the workday immediately preceding or immediately following

2. If any recognized holiday falls on a Saturday, the preceding Friday will be observed as a holiday and if any recognized holiday falls on a Sunday, the following Monday will be observed as a holiday.
3. If a holiday occurs during an employee's vacation period, the holiday is not charged against vacation leave.
4. Employees must be in a pay status the scheduled workday before and after a holiday to be granted holiday pay.
5. For those employees working part-time, holiday pay will be computed according to the ratio that the employee's normally scheduled workweek bears to a 40-hour workweek. Contractual employees and interns will not be paid for official holidays.
6. Employees on Workers' Compensation receive the Workers' Compensation rate on a holiday.

B. Vacation Leave

1. Accrual of Vacation Leave

- a. Vacation leave accrual for full-time employees is as follows:

<u>Employee Tenure</u>	<u>Days Earned Per Year</u>	<u>Hours Earned per Pay Period</u>
Year 1	12 days	3.7 hours
Years 2+	15 days	4.6 hours
Years 6+	18 days	5.5 hours
Years 10+	24 days	7.4 hours

- b. Part-time employees will earn prorated vacation hours based on their scheduled hours per week. Part-time employees can calculate the amount of vacation hours they will accrue each pay period by dividing their scheduled hours per week by forty (40) and multiplying the result times the vacation hour's accrual of a full-time employee.
 - c. The maximum carried accumulation of vacation leave is 400 hours with the excess being forfeit as of January 1 of the following calendar year.
 - d. Employees will not accrue vacation leave in any biweekly pay period in which more than one-half of their biweekly schedule is reported as Leave Without Pay (LWOP).
 - e. A new employee shall start accruing vacation leave after one (1) full pay period.
2. Employees will be paid for 100 percent of accrued vacation leave upon termination. In the event of the death of an employee, payment for accrued vacation leave will be made to the employee's beneficiary, estate, or as provided by law. The effective date of payment of all accrued leave will be issued on the next regular pay date following the pay period in which employment terminated.

C. Sick Leave

1. Accrual of Sick Leave
 - a. Sick leave is earned biweekly and the accrual rate per pay period is calculated as five (5) percent of an employee's scheduled hours per pay period, not to exceed four (4) hours per pay period.
 - b. The maximum accumulation of sick leave is 480 hours with the excess being forfeit as of January 1 of the following calendar year.
 - c. Employees will not accrue sick leave in any biweekly pay period in which more than one-half of their biweekly schedule is reported as LWOP.
 - d. A new employee shall start accruing sick leave after one (1) full pay period.
2. Employees will be paid for ten (10) percent of accrued sick leave upon termination. In the event of the death of an employee, payment for one hundred (100) percent of accrued sick leave will be made to the employee's beneficiary, estate, or as provided by law. The effective date of payment of all accrued leave will be issued on the next regular pay date following the pay period in which employment terminated.

D. Comp Time

1. To promote a healthy work/life balance and to control agency expenses, the TPA provides time off with pay in lieu of overtime pay for hours worked in excess of the normal workweek.

It is the general policy of the TPA not to require frequent or considerable overtime. However, a supervisor may authorize or direct an employee to work over 40 hours in a workweek when necessary to meet emergency deadlines or operating needs. Positions classified as Exempt will accrue Compensation (Comp) Time at the rate of 1 hour per 1 hour worked. Positions classified as Non-Exempt will accrue Comp Time at the rate of 1.5 hours per 1 hour worked.

2. Employees will be paid for 100 percent of accrued comp time upon termination. In the event of the death of an employee, payment for accrued comp time will be made to the employee's beneficiary, estate, or as provided by law. The effective date of payment of all accrued leave will be issued on the next regular pay date following the pay period in which employment terminated.

E. Bereavement Leave

If a death occurs in the employee's immediate family, the employee will be granted three (3) days of bereavement leave with pay. The employee will be granted one (1) additional day, for a total of four (4) days, if required to travel outside of the State. Such leave will be used consecutively, during which the employee would otherwise have worked, and within a reasonable time of the death or funeral service. It is the responsibility of the employee's supervisor to verify requests for bereavement leave. Any additional time needed will be charged against sick leave, or if the employee has no accumulated sick leave, to vacation leave followed by leave without pay.

1. "Immediate Family" in this context includes spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, stepmother, stepfather, stepsister, stepbrother, stepchild, grandchild, grandparent, step-grandparent, daughter-in-law and son-in-law. The definition of "immediate family" extends to qualified domestic partnerships as well.
2. The TPA reserves the right to request all pertinent information including deceased relative's name, employee's relationship to the deceased, the name and address of the funeral home, and the date of the funeral.

F. Administrative Leave

Administrative Leave will be used in the event of an office closure; the time off from scheduled work will not require the use of accrued leave.

G. Military Leave

Leave of absence for military training and duty will be granted in accordance with Florida and Federal law.

H. Jury Duty and Witness Duty

Leave of absence with pay will be granted to an employee to perform jury duty or testify as a witness when legally required unless the employee is the plaintiff or defendant. Employees are required to submit a copy of the summons or subpoena to appear in court to their supervisor before such leave is granted.

I. Parental Leave

1. The purpose of paid parental leave, also known as maternity/paternity leave, is to enable eligible employees to care for and bond with a newborn, newly adopted, newly placed foster child, or with a child newly placed in the employee's guardianship, or in loco parentis (qualified placement). The paid parental leave program is available to both male and female eligible employees who have been employed by the TPA full-time for at least six (6) months.
2. An "eligible employee" includes a mother, father, stepparent, legal guardian, individual who is in loco parentis, or certified domestic partner of the parent at the time of the birth or date of the adoption or placement of the child.
3. Eligible employees will be granted a maximum of six (6) weeks of paid parental leave. An eligible employee who is the birthing mother may receive an additional two (2) weeks of paid leave, if it is deemed medically necessary for the birthing mother's physician, by written documentation.
4. In no case will an employee receive more than one period of paid paternal leave in a rolling 12-month period, regardless of whether more than one birth, adoption, or qualified placement event occurs within that 12-month period.
5. Employees are required to return to work for one-year following use of the paid parental leave. Further, any employee who fails to return to work due to a voluntary termination shall repay the TPA in an amount equivalent to the value of the paid parental leave taken, either directly or through deductions from his or her final paycheck if the balance is sufficient to cover the amount owed, or through a combination thereof.
6. Upon termination of employment with the TPA, an employee will not be paid for any unused paid parental leave.

2.5 Travel

- A. Applicability. The TPA's travel policy applies to all TPA staff, Governing Board members, appointed officials, advisory committee members, interns, and other authorized officials traveling on official business paid for by the TPA.
- B. Authorization. The TPA Governing Board Chair must authorize travel by the Executive Director, any Governing Board members, all committee members, and all community representatives. The

Executive Director must authorize travel for all TPA staff. Travel must be authorized in advance of the travel occasion to be eligible for TPA payment. The number of individuals traveling to any one event shall be monitored and limited to maintain the local operational capacity of the TPA and to maximize the beneficial purposes of the travel occasion for the TPA. TPA staff shall report all authorized travel to the full Governing Board as soon as practicable following the travel occasion.

- C. Travel Costs. All authorized parties traveling on official business for the TPA are expected to seek advanced registration discount rates, to travel by the most economical and efficient means to/from the travel occasion, and to select reasonably priced lodging accommodations for the travel occasion.
 1. Registration. The TPA shall pay actual registration costs for authorized travel either by direct payment to the vendor or as a reimbursement for traveler-paid registration fees.
 2. Transportation. The traveler must compare the cost and time associated with means of travel by personal vehicle, travel by rental car, travel by public or private surface transit, and travel by commercial or general airplane. The TPA will pay or reimburse the traveler for the most economical (cost) and efficient (time) travel option to/from the event, even if the traveler elects to use another option. The Traveler is responsible for providing the full cost comparisons at the time of the travel request. Travel by personal vehicle shall be reimbursed utilizing the federal mileage rate, as amended from time to time.
 3. Lodging Expenses. The traveler is expected to plan in advance and with sufficient notice to stay on the premises for a travel-related event. The TPA will pay or reimburse up to the amount for the standard room accommodations or lowest cost option available in the negotiated event room block. In such case where the negotiated room block rate is not available or does not exist, the traveler must compare the available lodging within a 3 mile radius and select the most economical and efficient alternative. Exceptions to these requirements may be made by the Executive Director on a situational basis based on safety, meeting events, and/or logistics.
 4. Meal Allowances. The TPA shall pay for meals when travel occurs during meal times: 1) for all overnight travel events, and 2) for same-day travel to a destination at least 100 miles away from the TPA office. The payment shall be in the following amounts:
 - a. Breakfast: \$10.00
 - b. Lunch: \$15.00
 - c. Dinner: \$30.00
 5. Incidental Travel Expenses. The TPA shall reimburse for incidental travel expenses including tolls, local transportation costs (cab fares, TNC fares, transit fares, bike share, etc.), parking, etc. pursuant to federal and state regulations.

6. Traveler Conduct. TPA staff and Board members are expected to attend applicable training sessions offered during normal business hours and to adhere to all travel and rules of conduct policies.
7. Travel Advances. The TPA will not authorize travel advances. The TPA will either prepay by direct payment to the vendor or pay a reimbursement to the traveler for travel-related costs.