

SALT LAKE COUNTY
COUNTY-WIDE POLICY
ON
TRAVEL REDUCTION/VANPOOL

Purpose -

The policy of Salt Lake County and the State of Utah is to encourage and support transportation modes and ridesharing programs that reduce the number of vehicle miles traveled, thereby reducing gasoline consumption and protecting the environment.

Reference -

Title 72, Chapter 12, Utah Code Annotated.
Salt Lake County Human Resources Policy & Procedure #5702, *Standards of Conduct*
Salt Lake County Human Resources Policy & Procedure #5615, *Telecommuting*
Salt Lake Countywide Policy & Procedure #1350, *Vehicles*

1.0 Definitions

- 1.1 Vanpool-Means a mode of prearranged commuter transportation of a fixed group of 7-12 employees (and possibly their children), including the employee driver, between home and work, or termini and who are provided an incentive to participate.
- 1.2 Vanpool Vehicle-Includes any vans leased by Salt Lake County from Utah Transit Authority pursuant to its travel reduction program and any other vehicles designated by Salt Lake County for vanpooling.
- 1.3 Vanpool Waiting List – A list of county employees wanting to participate in the rideshare/vanpool programs, for which there are currently either no vans for additional or new routes or unreserved seats on an existing van route.

2.0 Procedure

- 2.1 The Mayor shall appoint a vanpool coordinator from the Public Works Department.
- 2.2 It will be the responsibility of the vanpool coordinator to compile and record all employees who wish to participate in vanpooling. Program enrollment is taken from the waiting list on a first-come first served basis, as vans and/or seats become available.
- 2.3 Vanpools may enroll a maximum of 12 riders for each van. The total number of riders in a van may not exceed this number; to include children riding with a parent as stated in paragraph 1.1 of this policy.

- 2.4 Children of employees will be allowed to participate in the vanpool provided the employee participates and pays the normal monthly fee for both the employee and the dependent child to participate. The employee shall be solely responsible for ensuring compliance with seat belt or car / booster seat requirements for their children, in accordance with applicable standards and Utah State law.
- 2.5 Employees desiring to participate in the rideshare program shall enroll by entering into a travel reduction agreement with UTA and setting up the appropriate payment with the vanpool coordinator as per the Salt Lake County Rideshare Agreement.
- 2.6 Two or more employees may partner and share ridership in a vanpool.
 - 2.6.1 One partnering rider, hereafter referred to as rider A, will make payment for the occupied van seat as outlined in section 2.7 of this policy. The other participating rider, hereafter referred to as rider B, will pay his/her share of the monthly fee to rider A.
 - 2.6.2 Partnering riders will decide and monitor between themselves which commuter days they will ride and pay proportionately their share of the established monthly fee, which is the equivalent of one van seat.
 - 2.6.3 When shared ridership in a vanpool is arranged between partnering riders, immediate notification of the arrangement will be given to the vanpool coordinator by rider A. The vanpool coordinator will also place Rider B's name on the vanpool waiting list and initiate a rideshare agreement with rider B – in compliance with section 2.5 of this policy – if he / she is not already enrolled in the vanpool program.
 - 2.6.4 Termination of shared ridership is at the will and discretion of the participating riders.
 - 2.6.5 It is imperative that the vanpool coordinator be promptly notified by rider A of all shared ridership arrangements and terminations.
- 2.7 Monthly rideshare fees are automatically deducted from participants' pay checks through the county's payroll deduction program.
- 2.8 All monies received by the vanpool coordinator will be deposited in an account designated as the vanpool account by the Salt Lake County Auditor.
- 2.9 Upon termination of a rideshare agreement, the affected participant(s) will forfeit any unused portion of their monthly fee(s).
- 2.10 The Trip Reduction Committee reserves the right to refuse participation in the vanpools to any employee.

3.0 Supervisory Approval

- 3.1 Rideshare participation is neither an employee right nor an employee benefit. Rideshare is an administrator's option which may be made available to some employees when a mutually beneficial situation exists for the county; the director / agency, and the employee as stated in Human Resources Policy & Procedure 5615, *Telecommuting*. Rideshare contracts may be terminated at anytime for abuse of the State seat belt laws as stated in Countywide Policy 1350, *Vehicles*, paragraph 17.3, or abuse of any other rideshare policy and procedures.
- 3.2 Administrators have no obligation to approve a rideshare contract for one employee merely because another employee, similarly situated, has been approved for rideshare. The administrator must take an employee's past performance, attendance and other close supervision requirements into consideration when determining whether an employee would be an acceptable candidate for ridesharing as stated in Countywide Policy 1350.

4.0 Drivers/Riders

- 4.1 All employees participating in the vanpool program will designate a driver or drivers of their vanpool. The participants in each vanpool shall determine routes and stops.
- 4.2 All vanpool drivers are required to complete the Large Passenger Van Driving Course in accordance with Countywide Policy & Procedure #1350, *Vehicles*, paragraph 17.4.2.
- 4.3 Salt Lake County vanpool drivers must provide the vanpool coordinator with:
 - 4.3.1 A valid Utah motor vehicle operator's license.
 - 4.3.2 Monthly reports summarizing the miles traveled during the month with the van on the UTA form. This report is due no later than the 5th of each month.
- 4.4 The Utah Transit Authority must approve all vanpool drivers.
- 4.5 Participation by drivers/riders in the travel reduction/vanpool program is not to be considered driving in the course of their employment.
- 4.6 Salt Lake County is not liable for injury to passengers or others in result of the operation of vehicles in the travel reduction/vanpool program. In addition, section 34A-2-401 Utah Code annotated, 1953 as amended, does not apply to persons injured while participating.
- 4.7 Participation in Salt Lake County's rideshare and van pool programs, in accordance with Utah State law, section 41-6a-1801 et seq (UCA), mandates seatbelt use by each rider. Noncompliance may lead to forfeiture of participation and termination of ridership privileges.

- 4.8 Vanpool drivers are required to comply with Salt Lake County Human Resources Policy and Procedure, #5702, *Standards of Conduct*, paragraph 1.3 to ensure there is no excessive tardiness in arrival and departure to and from Rideshare participants' work sites.

5.0 Required Use of Seatbelts

- 5.1 Seatbelt use is required of all vanpool participants, in accordance with Utah State law. Should, however, a participant refuse to comply with that requirement the following measures will be taken:
 - 5.1.1 An initial letter of notification will be issued by the vanpool coordinator to the participant restating the requirement to use seatbelts in conformance with state law and affirm that refusal to comply with this policy may result in forfeiture of his/her participation in the vanpool program.
 - 5.1.2 Upon notification and confirmation of the vanpool participant's continued refusal to comply with the seatbelt requirement, a notice of termination of his/her enrollment in the program will be issued by the vanpool coordinator.
 - 5.1.3 Appeals to the disenrollment action may be initiated in written form only by the participant within five working days of the termination action and must be submitted to the vanpool coordinator for consideration.
 - 5.1.4 Upon receipt of an appeal, a thorough review of the termination action will be initiated by the vanpool coordinator. This will include, but not limited to: interviews with the appellant, the vanpool driver(s) and riders. A final written decision will be returned to the participant within ten working days. The appeals process is therewith finalized and binding with no further grievance procedures available.
- 5.2 Vanpool participants who forfeit their rideshare privileges due to non-compliance with the seat belt requirement are not eligible to reapply for ridership in a vanpool for six months.
- 5.3 Vanpool participants who lose their rideshare privileges as a result of violating these standards also forfeit reimbursement of any unused rideshare fees. See paragraph 2.9.

6.0 Accident Procedure

- 6.1 When any Salt Lake County van is involved in an accident, the following must occur:
 - 6.1.1 The vanpool operator involved in an accident must notify the vanpool coordinator immediately of the accident.
 - 6.1.2 The vanpool coordinator will assist the vanpool driver/operator in filling out accident report forms. The vanpool coordinator will assist the vanpool driver in all reporting requirements prescribed by the Utah Transit Authority.

7.0 Unauthorized Use

7.1 The UTA Vanpool Lease Agreement provides that Salt Lake County will specify what circumstances the vans may be used outside of the normal commute between home and work. The vans may be used outside the normal commuting hours for the following reasons up to a maximum of 200 miles per month:

- 7.1.1 Lunch breaks or personal appointments provided that the employee driving the van is authorized by UTA.
- 7.1.2 Performance of routine maintenance on the vehicle. Normally the designated driver of the vanpool will take on this responsibility.
- 7.1.3 Other reasons will be considered via written request of the Trip Reduction Committee.

APPROVED and PASSED this 15 day of July, 2008.

SALT LAKE COUNTY COUNCIL

Michael Jensen, Chair

ATTEST:

Sherrie Swensen, County Clerk

APPROVED AS TO FORM:

District Attorney's Office Date

**SALT LAKE COUNTY
RIDESHARE AGREEMENT**

THIS RIDESHARE AGREEMENT, hereinafter referred to as “Agreement,” is made and entered into this _____ day of _____, 20_____, by and between SALT LAKE COUNTY, a political subdivision of the State of Utah, and _____, an employee with Salt Lake County.

WHEREAS, Salt Lake County desires to support and encourage ridesharing arrangements by employees to reduce the number of vehicle miles traveled to and from the Salt Lake County complex; and

WHEREAS, pursuant to Section 54-11-1, et seq., Utah Code Ann. (1953, as amended), Salt Lake County is authorized to lease vans from the Utah Transit Authority and set up ride-sharing arrangements with its employees; and

WHEREAS, employees of Salt Lake County have indicated a willingness to participate in a Rideshare program with Salt Lake County; and

WHEREAS, the purpose of this agreement is to provide for conditions and mutual understandings of the parties regarding the vanpool project of Salt Lake County;

NOW, THEREFORE, in consideration of the foregoing and mutually agreed upon promises hereinafter set forth, the parties agree as follows:

1. Salt Lake County agrees to lease vans from Utah Transit Authority pursuant to its Rideshare program for use by Salt Lake County employees and their children. Employees with children participating in the Rideshare program shall be responsible for ensuring compliance with car seat and seat belt laws.
2. Each participant in the Rideshare program agrees to pay \$20.00 a month by direct withdrawals from the participant’s paycheck. These fees shall also apply to any children participating in the program. If at any time the Rideshare participant elects to be dropped from the Rideshare program, any monies paid in advance will be forfeited to the County.
3. Each participant in the Rideshare program shall comply with seatbelt requirements pursuant to Utah State Law, Section 41-6a-1801 et seq (UCA) and Countywide Policy & Procedure #1029, *Travel Reduction/Vanpool*.
4. All vanpool drivers are required to complete the Large Passenger Van Driving Course in accordance with Countywide Policy & Procedure #1350, *Vehicles*, paragraph 17.4.2.

Each vanpool shall designate a specific vanpool driver or drivers. Each vanpool driver or drivers shall provide the vanpool coordinator with proof of a valid Utah driver’s license. UTA shall also approve each of the designated drivers. In the event a participant elects not to continue participation in the Rideshare program, he or she may terminate this agreement by giving written notice to the vanpool coordinator. Said termination shall be effective on the date notice is given. Refunds will not be given.

- 5. A. Each employee designated as the driver of a vanpool understands and agrees that he/she shall refrain from driving a van if he/she has consumed alcohol within eight (8) hours before the start of the vanpool.
- B. Each driver agrees not to misuse any over-the-counter drugs which have cautionary statements regarding drowsiness or regarding driving a motorized vehicle.
- C. In the event a designated driver is on medication, either prescribed or over-the-counter, which may cause drowsiness, then the designated driver agrees to relinquish said driving responsibilities to an alternate driver.
- D. No designated driver shall sell, possess, use illegal controlled substances.
- 6. All employees participating in the Rideshare program acknowledge that the vans may not be used for any personal business except as specified in the vanpool policy and provided in the UTA lease agreements (currently 200 miles per month or 600 miles per quarter). Vans are to be used primarily for transportation to and from the work site (see Unauthorized Use section of Countywide Policy #1029 for allowed personal use of the vans)
- 7. Each individual vanpool shall consist of at least 7 participants, including the driver, with no more than 12 participants, including the driver.
- 8. If during any calendar quarter the average ridership on a particular vanpool falls below seven participants, including the driver, that vanpool may be terminated or merged with other vanpools.
- 9. The undersigned participant acknowledges that time spent in transit to and from County facilities will not be considered time for regular or overtime compensation and shall not be considered part of the employee’s principal activities for Salt Lake County.
- 10. The undersigned participant also agrees and acknowledges that transportation to and from work under this program does not constitute an employer/employee relationship. Any injuries that may occur during transit are not compensable under worker’s compensation.

The undersigned has read the foregoing and fully understands the terms of this agreement.

DATED this _____ day of _____, _____.

Vanpool Participant

Vanpool Coordinator

