

STAFF REPORT

SUBJECT: Update to LAVTA's Harassment and Human Resource Policies  
FROM: Tamara Edwards, Director of Finance  
DATE: January 6, 2020

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**Action Requested**

Approve updates to LAVTA's Harassment and Human Resource Policies

**Discussion**

LAVTA adopted Resolution 17-86 on August 4, 1986 that implemented a Personnel Policy for the Authority. This policy was subsequently amended to update such items as the salary bands, etc. After extensively reviewing the Policy, staff worked with Legal Counsel to update the Policy to provide clarity and meet regulatory requirements, and on July 6, 2009, the LAVTA Board of Directors adopted the consolidated Human Resources Policy. Additional changes as a result of an FTA audit resulted in the HR Policy that was adopted September 14, 2009. This was revised again in May of 2013, and again in October of 2014.

LAVTA's Harassment Policy was originally adopted in 1992, and updated in 2009.

**Discussion**

Since the last adoption of these policies a number of regulations have changed and both policies need to be updated to ensure that LAVTA is up to date on all of its policies involving employees.

The updates to the Harassment Policy changes the policy to Harassment, Discrimination, and Retaliation Policy and includes the complaint procedure. The policy has been updated to include new categories and types of harassment as well as detailed descriptions. Additionally, the areas of responsibilities for supervisors, the investigation process, and resolution handling.

The updates to the Human Resources Policy makes changes and clarifications to the following areas: employment applications, employee attendance, reasons for leave, outside employment, the introductory period, disciplinary action, termination, resignation, performance evaluations, paid sick leave (for temporary employees), and retiree health (as adopted by the board in 2010).

"Red Line" versions of these policies are attached for reference.

**Next Steps**

Once the Board has approved the changes to the Harassment, Discrimination, and Retaliation Policy and the Human Resources Policy, staff will move forward with the revision and distribution of the LAVTA Employee Handbook that includes the HR Policy.

**Recommendation**

Staff requests that the Board of Directors approve Resolution 02-2020 the Harassment, Discrimination, and Retaliation Policy and Complaint Procedure, and 03-2020 the Human Resources Policy.

## Attachments:

1. Resolution 02-2020, adopting the LAVTA Harassment, Discrimination, and Retaliation Policy.
2. Proposed Harassment, Discrimination, and Retaliation Policy (with tracked changes)
3. Proposed Harassment, Discrimination, and Retaliation Policy (without tracked changes)
4. Resolution 03-2020 adopting the LAVTA Human Resources Policy
5. Proposed Human Resources Policy (with tracked changes)
6. Proposed Human Resources Policy (without tracked changes)

*Approved:* \_\_\_\_\_

**RESOLUTION NO. 02-2020**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY  
REVISING THE HARASSMENT POLICY AND COMPLAINT PROCEDURE**

**WHEREAS**, it is the policy of the Livermore Amador Valley Transit Authority to provide a workplace free of unlawful and improper harassment: and

**WHEREAS**, the Livermore Amador Valley Transit Authority adopted Resolution No. 25-92 establishing a Harassment Policy and Complaint Procedure Policy and Complaint Procedure on September 24, 1992; and

**WHEREAS**, the Board of Directors updated this policy with Resolution 15-2009; and

**WHEREAS**, the Board of Directors deems it necessary to update the Policy and include discrimination and retaliation in the policy; and

**WHEREAS**, harassment, discrimination, and retaliation toward any applicant or employee on any basis including, but not limited to pregnancy or perceived pregnancy, childbirth, breastfeeding or related medical conditions, race, natural hairstyle, religion, religious creed, color, national origin, ancestry, physical and medical disability, medical condition or information, marital status, gender identity, gender expression, sex stereotyping, sexual orientation or age will not be condoned or tolerated; and

**WHEREAS**, in order to establish a strong commitment to prohibiting harassment, discrimination or retaliation in employment, the Livermore Amador Valley Transit Authority has replaced the “Harassment Policy and Complaint Procedure” with the “Harassment, Discrimination, and Retaliation Policy and Complaint Procedure” set forth in Attachment “A”; and

**WHEREAS**, this Policy is intended to define harassment, to inform all employees, officers and officials of the Livermore Amador Valley Transit Authority that harassment is illegal; to insure that unprofessional behavior which creates a hostile work environment will not be condoned or tolerated; and to set forth a procedure for investigating and resolving internal complaints of harassment.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the Livermore Amador Valley Transit Authority as follows:

1. The “Harassment, Discrimination, and Retaliation Policy and Complaint Procedure” set forth in Attachment “A” is hereby adopted.
2. Resolution 15-2009 is hereby rescinded.
3. All employees, officers and officials of the Livermore Amador Valley Transit Authority shall be sent copies of this Policy by the Executive Director.

**PASSED AND ADOPTED THIS 6th day of January 2020**

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David Haubert, Chair

APPROVE AS TO FORM

ATTEST:

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Michael Conneran, Legal Counsel

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Michael Tree, Executive Director

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY**

**HARASSMENT, DISCRIMINATION, AND RETALIATION POLICY AND  
COMPLAINT PROCEDURE**

I. PURPOSE OF POLICY

This policy establishes a strong commitment by the Livermore Amador Valley Transit Authority (hereinafter referred to as “LAVTA”) to:

- (i) Prohibit harassment, discrimination, and retaliation in employment;
- (ii) Inform all employees, officers and officials of LAVTA that harassment is illegal;
- (iii) Ensure that unprofessional behavior that creates a hostile work environment will not be tolerated;
- (iv) Set forth a procedure for investigating and resolving internal complaints of harassment

II. POLICY

It is LAVTA’s policy to provide a workplace free of unlawful and improper harassment, discrimination, and retaliation. ~~Harassment in accordance with applicable laws, of an applicant or employee by a Department Director, Supervisor, or Co-Worker on the basis including, but not limited to,~~ This includes sexual harassment (which includes harassment based on sex, pregnancy, perceived pregnancy, childbirth, breastfeeding, or related medical conditions), as well as harassment based on factors such as race, natural hairstyle, religion, religious creed (including religious dress and religious grooming practices), color, national origin, ancestry, physical and medical disability, handicap, legally protected medical condition or information, protected medical leaves, marital status, domestic partner status, military and veteran status, sex, gender, gender identity (including transgender identity), gender expression (including transgender expression, because an individual has transitioned, is transitioning, or is perceived to be transitioning), sex stereotyping, sexual orientation, or age, or any other basis protected by federal, state, or local law will not be condoned or tolerated.

LAVTA strongly disapproves of and will not tolerate harassment, discrimination, or retaliation against applicants, employees, unpaid interns, or volunteers by managers, supervisors, co-workers, or third parties with whom employees come into contact, consistent with applicable law. Similarly, LAVTA will not tolerate harassment, discrimination, or retaliation by its employees directed toward non-employees with whom the LAVTA employees have a business, service, or professional relationship (such as independent contractors, vendors, clients, volunteers, or interns).

### III. DISCIPLINARY ACTION

- (i) Appropriate and effective disciplinary action up to and including termination, will be instituted for violation of this policy;
- (ii) Any retaliation against a person for filing a harassment charge or making a harassment complaint will be cause for appropriate disciplinary action, up to and including termination.

### IV. DEFINITION OF "HARASSMENT"

A. "Harassment" is generally defined as verbal, physical, or visual conduct that creates an intimidating, offensive, or hostile working environment that interferes with an employee's work performance, and that is based on a protected status. Such conduct constitutes harassment when (1) submission to the conduct is made either an explicit or implicit condition of employment; (2) submission or rejection of the conduct is used as the basis for an employment condition; or (3) the harassment interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment. Harassing conduct can take many forms and may includes, but is not limited to:

- (1) Verbal Harassment: For example, epithets, derogatory comments, jokes, statements, foul or obscene language, unwanted sexual advances, invitations, comments, posts or messages, or slurs on the basis of ~~race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, gender, sexual orientation, age or any other~~ any status protected by law.- This shall include inappropriate sex oriented comments and stories, or appearance, including dress or physical features, or race oriented stories.
- (2) Physical Harassment: For example, assault, unwanted touching, intentionally impeding or blocking normal movement, or any physical interference with normal work or movement when directed at an individual or on the basis of ~~race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, gender, sexual orientation, age or any other~~ a status protected by law.- This could include conduct in the form of pinching, grabbing, patting, propositioning, leering, stalking, staring, or making explicit or implied job threats or promises in return for submission to physical acts.
- (3) Visual Forms of Harassment: For example, derogatory posters, notices, bulletins, cartoons, pictures, offensive letters or poems, offensive emails, texts, or voicemail messages, or drawings on the basis of ~~race, religion, color, national origin, ancestry, physical handicap, medical condition,~~

~~marital, status, sex gender, sexual orientation, age or any other a status protected by law.:~~

- (4) ~~Sexual Favors: Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature which is conditioned upon an employment benefit, unreasonably interferes with an individual's work performances, or creates an offensive work environment~~Threats and demands to submit to sexual requests or sexual advances as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors.

~~Harassment on the basis of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sex gender, sexual orientation, age or any other status protected by law is a violation of Title VII of the Civil Rights Act of 1964, the California Government Code, Regulatory Guideline of the Federal Equal Employment Opportunity Commission and the California Fair Employment and Housing Commission.~~

~~B. "Sexual Harassment" is defined by the Federal Equal Employment Opportunity Commission's Guidelines as:~~

~~"Unwelcome sexual advances, requests for sexual favors, and other verbal and/or physical conduct of a sexual nature constitute sexual harassment when:~~

- ~~(i) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.~~
- ~~(ii) Submission to or rejection of such conduct by an individual is used as the basis of employment decisions affecting such individual, or~~
- ~~(iii) Such conduct has the purpose of effect of unreasonably interfering with an individual's work performance or creating an intimidating hostile or offensive working environment.~~

~~Sexual harassment includes continual or repeated abuse of a sexual nature including, but not limited to:~~

- ~~(i) Graphic commentaries on a victim's body~~
- ~~(ii) Sexually suggestive subjects or pictures in the workplace~~
- ~~(iii) Sexually degrading words used to describe the victim, and~~
- ~~(iv) Propositions of a sexual nature~~

~~Sexual harassment also includes the threat or insinuation that lack of sexual submission will adversely affect an employee's employment, wages, advancement, assigned duties or shifts, or other conditions that affect an employee's livelihood.~~

(5) Same or Opposite Sex: Sexually harassing conduct can be by a person of either the same or opposite sex. Sexually harassing conduct need not be motivated by sexual desire to be violative of the policy.

(6) Prohibited harassment is not just sexual harassment but harassment based on any protected category.

## V. RESPONSIBILITIES

Each employee is responsible to ensure that his/her conduct or actions do not violate the law or this policy, and that he/she does not actively or passively condone any form of harassment.

Supervisors must refer all complaints of harassment, discrimination, or retaliation to LAVTA's Executive Director or other appropriate official so LAVTA can try to resolve the complaint.

## VI. COMPLAINT PROCESS

### A. Filing of Complaint

~~An employee or job applicant who believes he or she has been harassed shall make a factual complaint in writing to~~Any incidents of harassment must be reported immediately to LAVTA's Executive Director or designee. ~~If an employee believes he or she is being harassed by the~~An individual is uncomfortable to bring a complaint to the Executive Director if the individual is uncomfortable doing so for any reason. ~~In that case,~~ he or she may make his or her complaint to the Director of ~~Administrative Services~~Finance. If an employee believes he or she is being harassed by a Boardmember, he or she may make his or her complaint to the Chair of the Board. If an employee believes he or she is being harassed by the Chair of the Board, he or she may make his or her complaint to the Vice-Chair of the Board.

### B. Investigation of Complaint

1. Every reported complaint of harassment is taken seriously by LAVTA. Every reported complaint will be investigated thoroughly and promptly by impartial and qualified personnel.

When LAVTA receives allegations of misconduct, it will immediately undertake a fair, timely, thorough and objective investigation of the allegations in accordance with all legal requirements. LAVTA will reach reasonable conclusions based on the evidence collected.



Complaints will be:

- Responded to in a timely manner
- Kept confidential to the extent possible
- Investigated impartially by qualified personnel in a timely manner
- Documented and tracked for reasonable progress
- Given appropriate options for remedial action and resolution
- Closed in a timely manner

~~Upon receipt of the complaint, the Executive Director or designee, or Director of Administrative Services, or Chair of the Board, or Vice Chair of the Board (as appropriate per Section VI.A, above) shall carry out a confidential investigation of the complaint. The investigation will include interviews with:~~

- ~~(i) The complainant~~
- ~~(ii) The accused harasser~~
- ~~(iii) Any other persons the investigator has reason to believe have relevant knowledge concerning the complaint.~~

2. Upon receipt of the complaint, the Executive Director or designee, or Director of Administrative Services Finance, or Chair of the Board, or Vice Chair of the Board shall carry out a confidential investigation of the complaint. The investigation may include interviews with:

- a. The complainant;
- b. The accused harasser;
- c. Any other persons the investigator has reason to believe have relevant knowledge concerning the complaint.

2.3. Review factual information gathered during the investigation to determine whether the alleged conduct constitutes harassment; giving consideration to all factual information, the totality of the circumstances, including the nature of verbal, physical, visual or sexual conduct and the context in which the alleged incident occurred.

3.4. Report the results of the investigation and the determination as to whether harassment occurred to appropriate persons including the complainant, and to the Department Director.

4.5. If harassment occurred, ~~take prompt and effective remedial action against the harasser~~ appropriate and effective corrective and remedial action will be taken in accordance with the circumstances involved. LAVTA will also take appropriate action to deter future misconduct. The action will be commensurate with the severity of the offense. If the harasser is the Executive Director or Legal Counsel, take a recommendation to the

LAVTA Board of Directors for prompt and effective remedial action. If the harasser is a member of the Board, the Board will take prompt and effective remedial action.

- ~~6.~~ 6.—Any employee determined by LAVTA to be responsible for harassment, discrimination, retaliation or other prohibited conduct will be subject to appropriate disciplinary action, up to, and including termination. Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct.
- ~~5.7.~~ Take reasonable steps to protect the victim and other potential victims from further harassment.
- ~~8.~~ Take reasonable steps to protect the victim from any retaliation as a result of filing of the complaint.
- ~~6.9.~~ 6.9.—Employees also should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment, discrimination and retaliation in employment. If an employee thinks he or she may have been harassed or discriminated against or that he or she has been retaliated against for resisting, complaining or participating in an investigation, the employee may file a complaint with the appropriate agency. The nearest office can be found by visiting the agency websites at [www.dfeh.ca.gov](http://www.dfeh.ca.gov) and [www.eeoc.gov](http://www.eeoc.gov).

## VII. CONFIDENTIALITY

LAVTA will maintain confidentiality to the extent possible. However, LAVTA cannot promise complete confidentiality. LAVTA's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know. Every effort will be made to protect the privacy of the parties involved in the complaint. All documents and files pertaining to the complaint will not be made available to the general public.

## VIII. DISSEMINATION OF POLICY

All employees, officers and officials should be given copies of this policy, and this policy shall be posted in appropriate places.

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY**

**HARASSMENT, DISCRIMINATION, AND RETALIATION POLICY AND  
COMPLAINT PROCEDURE**

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III. **DISCIPLINARY ACTION**

- (i) Appropriate and effective disciplinary action up to and including termination, will be instituted for violation of this policy;
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V. RESPONSIBILITIES

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VI. COMPLAINT PROCESS

A. Filing of Complaint

Any incidents of harassment must be reported immediately to LAVTA's Executive Director or designee. An individual is uncomfortable to bring a complaint to the Executive Director if the individual is uncomfortable doing so for any reason. In that case, he or she may make his or her complaint to the Director of Finance. If an employee believes he or she is being harassed by a Boardmember, he or she may make his or her complaint to the Chair of the Board. If an employee believes he or she is being harassed by the Chair of the Board, he or she may make his or her complaint to the Vice-Chair of the Board.

B. Investigation of Complaint

1. Every reported complaint of harassment is taken seriously by LAVTA. Every reported complaint will be investigated thoroughly and promptly by impartial and qualified personnel.

When LAVTA receives allegations of misconduct, it will immediately undertake a fair, timely, thorough and objective investigation of the allegations in accordance with all legal requirements. LAVTA will reach reasonable conclusions based on the evidence collected.

Complaints will be:

- Responded to in a timely manner
- Kept confidential to the extent possible
- Investigated impartially by qualified personnel in a timely manner
- Documented and tracked for reasonable progress

- Given appropriate options for remedial action and resolution
  - Closed in a timely manner
2. Upon receipt of the complaint, the Executive Director or designee, or Director of Finance, or Chair of the Board, or Vice Chair of the Board shall carry out a confidential investigation of the complaint. The investigation may include interviews with:
    - a. The complainant;
    - b. The accused harasser;
    - c. Any other persons the investigator has reason to believe have relevant knowledge concerning the complaint.
  3. Review factual information gathered during the investigation to determine whether the alleged conduct constitutes harassment; giving consideration to all factual information, the totality of the circumstances, including the nature of verbal, physical, visual or sexual conduct and the context in which the alleged incident occurred.
  4. Report the results of the investigation and the determination as to whether harassment occurred to appropriate persons including the complainant, and to the Department Director.
  5. If harassment occurred, appropriate and effective corrective and remedial action will be taken in accordance with the circumstances involved. LAVTA will also take appropriate action to deter future misconduct. The action will be commensurate with the severity of the offense. If the harasser is the Executive Director or Legal Counsel, take a recommendation to the LAVTA Board of Directors for prompt and effective remedial action. If the harasser is a member of the Board, the Board will take prompt and effective remedial action.
  6. Any employee determined by LAVTA to be responsible for harassment, discrimination, retaliation or other prohibited conduct will be subject to appropriate disciplinary action, up to, and including termination. Employees should also know that if they engage in unlawful harassment, they can be held personally liable for the misconduct.
  7. Take reasonable steps to protect the victim and other potential victims from further harassment.
  8. Take reasonable steps to protect the victim from any retaliation as a result of filing of the complaint.
  9. Employees also should be aware that the Federal Equal Employment Opportunity Commission and the California Department of Fair Employment and Housing investigate and prosecute complaints of prohibited harassment, discrimination and retaliation in employment. If an employee thinks he or she may have been harassed or discriminated

against or that he or she has been retaliated against for resisting, complaining or participating in an investigation, the employee may file a complaint with the appropriate agency. The nearest office can be found by visiting the agency websites at [www.dfeh.ca.gov](http://www.dfeh.ca.gov) and [www.eeoc.gov](http://www.eeoc.gov).

VII. CONFIDENTIALITY

LAVTA will maintain confidentiality to the extent possible. However, LAVTA cannot promise complete confidentiality. LAVTA's duty to investigate and take corrective action may require the disclosure of information to individuals with a need to know. Every effort will be made to protect the privacy of the parties involved in the complaint. All documents and files pertaining to the complaint will not be made available to the general public.

VIII. DISSEMINATION OF POLICY

All employees, officers and officials should be given copies of this policy, and this policy shall be posted in appropriate places.

**RESOLUTION 03-2020**

**A RESOLUTION OF THE LIVERMORE AMADOR VALLEY TRANSIT  
AUTHORITY UPDATING LAVTA'S HUMAN RESOURCES POLICY**

**WHEREAS**, Resolution 07-2013 was adopted by the LAVTA Board on May 6, 2013 establishing and adopting the LAVTA Human Resources Policy, and

**WHEREAS**, Resolution 26-2014 was adopted by the LAVTA Board on October 6<sup>th</sup>, 2014 updating the Human Resources Policy, and

**WHEREAS**, it is desirable and necessary to update certain provisions to bring the policy in line with current guidelines.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF  
THE LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY:**

1. That the policy attached as Exhibit A is hereby updated and adopted as LAVTA's Human Resources Policy.

**PASSED AND ADOPTED** this 6<sup>st</sup> day of January, 2020.

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David Haubert, Chair

ATTEST:

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Michael Tree, Executive Director

Approved as to form:

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Michael Conneran, Legal Counsel



LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY  
HUMAN RESOURCES POLICY

1. GENERAL PROVISIONS

1.1 PURPOSE

The objective of these policies is to facilitate efficient service to the public and to provide a human resources management system within the Livermore Amador Valley Transit Authority (LAVTA) that deals with all employees in an equitable and uniform manner.

1.2 SCOPE

In cases where these policies conflict with agreements duly agreed upon between any employee and the Authority, the provisions of the agreement shall govern. In all other cases, these rules shall apply.

2. POLICIES AND PROCEDURES

2.1 APPLICATIONS FOR EMPLOYMENT

Application for employment shall be made in a manner prescribed by the Executive Director. Applications shall require information on specific job experience, education, and training, shall contain job-related information, and shall be signed and dated by the applicant.

2.1.1 No questions on any application or asked at an interview shall attempt to elicit information concerning race, age, natural hairstyle, color, creed (including religious dress and religious grooming practices), sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), sexual orientation, gender, gender identity, gender expression (including transgender or because an individual has transitioned or is transitioning), sex stereotyping, genetic information, marital status, domestic partner status, national origin, ancestry, citizenship, mental, physical or sensory disability, legally protected medical condition or information, military or veteran status, protected medical leaves, or religious affiliation~~religion~~, or any other basis protected by federal, state, or local law for the purpose of discrimination.

2.1.2 All statements submitted on the application or attached resume may be subject to investigation and verification prior to appointment.

2.1.3 All job openings will be subject to a competitive process. The Executive Director or designee shall determine whether competition shall be limited to internal candidates or shall be opened to all qualified candidates. If competition includes outside candidates, the job opening will be advertised as appropriate to the position and in accordance with the LAVTA Human Resources Procedures Manual.

2.1.4 The Authority shall conform to all requirements under the Americans with Disability Act relating to application for employment and continued service with the Authority.

2.2 APPOINTMENT

2.2.1 All appointments to vacancies shall be made by the Executive Director or designee after considering the qualifications of the applicants.

2.2.2 Qualified Authority employees will be given due consideration for any available position upon application for the position.

2.3 ATTENDANCE

Employees shall be in attendance at their job in accordance with the rules regarding hours of work, holidays and leave of absence.

2.3.1 An employee shall not be absent from work for any reason other than those specified in this Human Resources Policy without making prior arrangements with the Executive Director or designee. Unless prior arrangements are made, an employee who, for any reason, fails to report to work, shall make a sincere effort to immediately notify the Executive Director or designee of the reason for being absent. If the absence continues beyond the first day, the employee shall notify the Executive Director or designee on a daily basis unless other arrangements have been made. *The Executive Director or designee may require a medical certificate from the employee's treating physician if the absence continues over three consecutive days.*

2.3.2 Any unauthorized absence of an employee shall be deemed to be an absence without pay and may be cause for disciplinary action in accordance with applicable law.

2.4 OVERTIME COMPENSATION

The payment of overtime compensation shall be in accordance with Federal Law. The Executive Director shall conduct a review of the responsibilities of each position and designate whether the position is exempt from overtime compensation provisions pursuant to the Code of Federal Regulations: Title 29: Part 541. Nonexempt employees who are required to work more than 40 hours in one week shall be entitled to overtime compensation for all hours so worked. ~~—~~Overtime is paid only for time worked, not time compensated. Therefore, overtime is not paid when time worked is less than 40 hours in the week but the employee receives PTO, holiday pay (as defined in paragraph 5.1.1), jury duty pay or similar pay for unworked hours and the paid time exceeds 40 hours. The overtime rate shall be computed at one and one-half times the employee's regular rate of pay as calculated to the nearest one-tenth (1/10) of an hour. Employees shall be compensated for overtime worked by monetary payment, paid not later than the next payroll following the pay period in which the overtime was worked. All overtime shall be approved in writing by the Executive Director or designee.

## 2.5 HOURS OF WORK

The Administrative Office shall be open for the public between 8:30 a.m. and 5:00 p.m. each weekday, except on Authority holidays as per paragraph 5.1.1. The Transit Center shall be open for the public as determined by the Executive Director or designee in accordance with all agreements or other public considerations.

Employees will work per established full time (40 hours per week) or part-time schedule.

## 2.6 LAYOFF

The Executive Director may layoff employees for lack of work, budgetary restrictions, or due to other changes that take place. Layoffs will be made based on performance without regard for seniority. The employee will be given two (2) weeks notice, except in cases of emergency, before layoff takes place.

## 2.7 LEAVES OF ABSENCE

### 2.7.1 Personal Leaves:

2.7.2 The Executive Director or designee may grant a regular employee leave of absence without pay, not to exceed three (3) months, for personal leave.. No such leave shall be granted except in written form and upon written request of the employee setting forth the reason therefore. Upon expiration of a regularly approved leave of absence without pay, the employee shall be reinstated in the

position held at the time leave was granted if such position is available; however, reinstatement is not guaranteed. Failure on the part of an employee on leave to report promptly at its expiration or within a reasonable time after notice to return to duty shall be cause for discipline. The Executive Director or designee may grant an employee in the introductory period,= leave of absence without pay for one (1) calendar week only.

a. Medical and Other Benefits

During an approved personal leave of absence without pay per paragraph 2.7.2, employee must pay the employee's portion of the premium as directed by the Authority. Employee's health care coverage will cease if the employee's premium payment is more than 30 days late. If employee's payment is more than 30 days late, the Authority will send the employee a letter to this effect. If the Authority does not receive the Authority's co-payment within 15 days of that letter, the employee's coverage may cease. If employee elects not to return to work for at least 30 calendar days at the end of the leave period, the employee may be required to reimburse the Authority for the cost of the health benefit premiums paid by the Authority for maintaining coverage during the employee's unpaid leave.

*During the unpaid leave, PTO accrual will cease.*

**2.7.3**

**Temporary Disability Leaves:**

2.7.4

a. An unpaid medical leave of absence may be granted for temporary medical disabilities with a doctor's written certificate of disability if a leave is necessary to reasonably accommodate a workplace injury or a qualified disability under the Americans With Disabilities Act or the Fair Employment and Housing Act. Temporary disability leave runs concurrently with Family Medical Leave.

b. The duration of a disability leave under this section shall be consistent with applicable law, but in no event shall the leave extend past the date on which an employee becomes capable of performing the essential functions of his or her position, with or without reasonable accommodation.

c. If the disability leave is needed due to a work-related injury, all matters relating to an employee's leave rights, including compensation, benefits, substitution of paid leave, notice and certification requirements, and reinstatement shall be governed by the state workers' compensation laws.

d. Requests for leave should be made as far in advance as possible. Employees are required to use any unused accrued sick leave and vacation. Employees may also be eligible for State Disability Insurance (SDI) benefits. Use of sick leave, vacation leave or State Disability Insurance benefits does not extend the time period of the leave of absence.

## 2.7.5 Family Medical Leave Act

### a. Leave Policy

Under the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), employees may take time off as provided in this policy, so long as (1) the employee has worked for the Authority for at least 12 months, and for at least 1,250 hours in the last 12 months (an employee returning from fulfilling his or her National Guard or Reserve military obligation will be credited with the hours of service that would have been performed but for the period of military service in determining the 1,250 hours of service).

### b. Reasons for Leave

Eligible employees may take up to 12 weeks of unpaid Family and Medical Leave within any rolling 12-month period (measured backward from the date of the commencement of any Family and Medical Leave) and be restored to the same or a comparable position upon the employee’s return from leave for any of the following reasons:

- (1) the birth of a child and to bond with or to care for such child;
- (2) the placement of a child with the employee for adoption or foster care and to bond with or to care for the newly-placed child;
- (3) to care for a spouse, domestic partner, child, or parent (“covered relation”) with a serious health condition;
- (4) the employee’s own serious health condition that renders him/her unable to perform an essential function of his/her position;
- (5) “military exigency leave,” when there is a qualifying military exigency arising out of the fact that an employee’s spouse, domestic partner, child, or parent is on covered active duty (or has been notified of an impending call or order to covered active duty) in the National Guard, Reserves or regular Armed Forces.  
 "Qualifying exigency" under the FMLA includes any activities listed in the applicable Department of Labor governing regulations. Qualifying exigencies include: (1) short-notice deployment; (2) military events and related activities; (3) childcare and school activities; (4) financial and legal arrangements; (5) counseling; (6)

rest and recuperation; (7) post deployment activities; (8) parental leave; and (9) additional activities.

In addition, under the FMLA, “Military Caregiver Leave” may be requested to care for a spouse, domestic partner, son or daughter (of any age), parent, or next of kin who is a covered service member, and who has incurred a serious injury or illness in the line of duty while on active duty in the Armed Forces, including leave to care for covered veterans who are undergoing medical treatment, recuperation, or therapy for a serious injury or illness incurred or aggravated in the line of duty on active duty and that manifested before or after the veteran left active duty.

A “covered service member” under the FMLA Military Caregiver Leave is: a) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or b) a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. “Covered veteran” means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Provided all the conditions of this policy are met, an employee may take a maximum of 26 weeks of military caregiver leave in a single 12-month period, inclusive of the any leave the employee takes for family care, medical, or military exigency leave during that period. This 12-month period will be measured *forward* from the first day leave is taken, regardless of how the Company calculates the single 12-month period for other FMLA purposes.

Military Caregiver Leave may run concurrently with CFRA leave if the covered servicemember is a CFRA “covered relation” (i.e. your spouse, registered domestic partner, child (under age 18, unless incapable of self-care because of a mental or physical disability), or parent) and the covered servicemember suffers from a serious health condition under CFRA. If such conditions are not met, CFRA leave is not exhausted during military caregiver leave. In any event, CFRA leave lasts for a maximum of 12 weeks, and any military caregiver leave beyond that would be FMLA only.

Spouses who are both employed by the Company may take a maximum combined total of 26 weeks in the 12-month period for military caregiver leave and any other FMLA leave, including military exigency leave. However, no more than 12 weeks of this combined 26-week period may be taken for reasons other than to care for the service member.

c. Time Off from Work Due to Employee's Disability Due to Pregnancy/ Childbirth/Adoption

Time off from work because of disability due to pregnancy, childbirth, foster care placement of a child, or adoption is counted as time used for FMLA/CFRA leave, ~~but is not counted as time used for CFRA leave. Pregnant employees may have the right to take up to four (4) months of Pregnancy Disability Leave (PDL) in addition to CFRA leave. Employees who are unable to work due to pregnancy will be granted the greater of 12 weeks leave or the amount of leave to which the employee may be entitled under California state law for pregnancy-related disability or in connection with childbirth. Family care leaves for the birth, adoption, or foster care placement of a child must be concluded within one year of the birth, adoption, or placement. Pregnant employees may be entitled to additional leave beyond four (4) months to accommodate a pregnancy-related disability if reasonable under the circumstances and not an undue hardship.~~ Pregnant employees should consult with Human Resources regarding their individual situation.

d. Notice of Leave

If the need for Family and Medical Leave is foreseeable, employee must give the Authority at least 30 days prior notice of the need for leave, preferably in writing. If this is not possible, employee must at least give notice as soon as practicable (generally within one (1) to two (2) business days of learning of the need for leave), and employee must comply with the Authority's usual and customary notice and procedural requirements for requesting leave absent unusual circumstances. Failure to provide such notice may be grounds for delay of leave. Additionally, if the employee is planning a medical treatment, the employee must consult with the Authority first regarding the dates of such treatment. For foreseeable leave due to a qualifying exigency, notice must be provided as soon as practicable. Where the need for leave is not foreseeable, employee should notify the Authority as soon as possible and practical.

The employee's notice must include sufficient information for the Authority to determine if the leave qualifies for FMLA/CFRA protection and for the Authority to determine the expected timing and duration of the leave.

e. Certification of a Serious Health Condition

If the employee is requesting leave because of the employee's own or a covered relation's serious health condition, employee must provide appropriate medical certification from the relevant health care provider within 15 calendar days after employee requests leave, if practicable. ~~If employee provides at least 30 days notice~~ For foreseeable leaves the medical certification should be provided before leave begins. Failure to

provide requested medical certification in a timely manner may be grounds for ~~delay of leave~~denial of foreseeable leave until such certification is provided. In the case of unforeseeable leaves, failure to timely provide the required certification may result in a denial of the employee's continued leave. The certification must include the name, address, phone and fax numbers of the health care provider and the type of medical practice, the approximate date on which the serious health condition began and its probable duration, a statement documenting the need for leave, and confirmation that, if the employee is the patient, employee is unable to perform one or more of the essential functions of the employee's job due to the serious health condition or, if a family member is the patient, confirmation that the family member is in need of care.

When permitted by law, ~~The~~ Authority, at its expense, may require an examination by a second health care provider designated by the Authority, if it reasonably doubts the medical certification initially provided by the employee for the employee's own serious health condition. If the second health care provider's opinion conflicts with the original medical certification, the Authority, at its expense, may retain a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion.

Where the need for leave lasts beyond a single leave year, LAVTA may require the employee to provide new medical certification in each subsequent leave year. Any request for an extension of the leave must be supported by an updated medical certification. The Authority may require subsequent medical recertification at the expiration of the employee's previous certification. Failure to provide requested recertification within 15 days, if such is practicable, may result in delay of further leave until it is provided.

It is the employee's responsibility either to furnish a complete and sufficient certification or to furnish the health care provider providing the certification with any necessary authorization from the employee or the employee's family member in order for the health care provider to release a complete and sufficient certification to LAVTA to support the employee's leave request.

f. Certification for a Qualifying Exigency

If the employee is requesting military exigency leave, employee must provide appropriate certification within 15 calendar days after employee requests leave, if practicable. Failure to provide requested certification in a timely manner may be grounds for delay of leave. Employee must provide a copy of the military member's active duty orders or other documentation issued by the military that indicates that the military



member is on active duty or call to active duty status in support of a contingency operation, and the dates of the member's active duty service.

Employee must also provide a signed statement of the facts regarding the qualifying exigency for which FMLA is requested, and provide the approximate date on which the qualifying exigency began or will begin, the beginning and end dates for the absence that is a single continuous period of leave (or, for intermittent or reduced schedule basis leave, an estimate of the frequency and duration of the qualifying exigency), and if the qualifying exigency involves meeting with a third party, provide appropriate contact information for any third party with whom you are meeting and a brief description of the purpose of the meeting.

g. Certification for Military Caregiver Leave

If employee is requesting leave to care for a covered service member with a serious injury or illness, employee must provide medical certification that the serious injury or illness was incurred in the line of duty on active duty in the Armed Forces.

h. Reporting While on Leave

If employee takes leave because of the employee's own serious health condition or to care for a covered family relation, employee must contact the Authority as directed regarding the status of the condition and the employee's intention to return to work. In addition, employee must give notice as soon as practicable (within two (2) business days if feasible) if the dates of leave change, are extended, or initially were unknown.

i. Leave is Unpaid

Family and Medical Leave is unpaid leave, although employee may be eligible for short-term or disability payments, paid family leave and/or workers' compensation benefits under those insurance plans. Employee may elect to substitute any accrued paid time off (e.g., PTO, administrative, etc.) for unpaid Family and Medical Leave. The use of paid leave is subject to the terms of the Authority's usual policies, procedures and restrictions applicable to that type of paid leave.

j. Medical and Other Benefits

For the first 12 weeks of an approved Family and Medical Leave, the Authority will maintain the employee's health benefits as if the employee continues to be actively employed. If paid leave is substituted for unpaid Family and Medical Leave, the Authority will deduct the employee's portion of the health plan premium as a regular payroll deduction. If the

employee's leave is unpaid, employee must pay the employee's portion of the premium as directed by the Authority. Employee's health care coverage will cease if the employee's premium payment is more than 30 days late. If employee's payment is more than 30 days late, the Authority will send the employee a letter to this effect. If the Authority does not receive the Authority's co-payment within 15 days of that letter, the employee's coverage may cease. If employee elects not to return to work for at least 30 calendar days at the end of the leave period, the employee may be required to reimburse the Authority for the cost of the health benefit premiums paid by the Authority for maintaining coverage during the employee's unpaid leave.

*During the unpaid portion of a family medical leave, PTO accrual will cease.*

k. Intermittent and Reduced Schedule Leave

Leave because of a serious health condition, including pregnancy-related disabilities, or military caregiver leave, may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced-leave schedule (reducing the usual number of hours you work per workweek) if medically necessary. Qualifying exigency leave may also be taken intermittently or on a reduced-leave schedule. Any leave taken for birth or placement of a child must be taken in blocks of at least two weeks (but employee is allowed two exceptions), and must be taken within one year of the birth or placement of the child with the employee.

If leave is unpaid, the Authority will reduce the employee's salary based on the amount of time actually worked. In addition, while the employee is on an intermittent or reduced leave schedule, the Authority may temporarily transfer the employee to an available alternative position that better accommodates employee's recurring leave and has equivalent pay and benefits.

l. Returning from Leave

If employee takes leave because of the employee's own serious health condition, (except if the employee is taking intermittent leave) employee is required to provide medical certification from employee's health care provider that states that employee is able to resume work and that addresses the employee's ability to perform the essential functions of the employee's job. Employees failing to provide the return-to-work medical certification form will not be permitted to resume work until it is provided.

Under most circumstances, an employee who returns from a Family and Medical Leave will be reinstated to his or her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if she or he had been continuously employed rather than on leave. In addition, employees who do not return to work are not entitled to an accrual of seniority or employment benefits that may have occurred during a leave period.

m. Employer Requirements

The Authority must inform employees requesting leave whether they are eligible for Family and Medical leave. If they are, the notice must outline any additional information that is required and outline the employees' rights and responsibilities. If they are not eligible, the notice must give a reason for the ineligibility. It is unlawful for any employer to interfere with, restrain, or deny the existence of any right provided under the FMLA/CFRA, to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA/CFRA or for involvement in any proceeding under or relating to the FMLA/CFRA. Employees may file a complaint with the U.S. Department of Labor or the California Department of Fair Employment and Housing, or employees may bring a private lawsuit to enforce the FMLA and the CFRA.

- 2.7.6 Leave of absence with pay shall be granted to an employee who is called or required to serve as a juror. The employee must return to work on any day that they are excused from service. The employee shall be paid the difference between his/her full salary and any payment received for such duty, except travel pay.
- 2.7.7 Leave of absence with pay shall be granted to an employee while going to and from court and answering a subpoena as a witness. The employee shall be paid the difference between his/her full salary and any payment received for such duty except travel pay.
- 2.7.8 Military leave shall be granted in accordance with provisions of law. Employees entitled to military leave shall give the Executive Director an opportunity, within the limits of military regulations, to determine when such leave shall be taken.
- 2.7.9 When an employee participates in a funeral ceremony he/she may use Paid Time Off (PTO) to perform such duty. Time not worked because of such absence shall not affect general leave accrued.

- 2.7.10 Where leaves without pay are granted, other than for disciplinary purposes, and do not exceed two (2) weeks, general leave shall accrue.
- 2.7.11 *Administrative Leave* - In recognition that management employees in positions classified as exempt are required to work hours beyond their regular hours of work to fulfill their management responsibilities, each exempt management employee shall be credited with seven (7) days of administrative leave per year.
- The seven (7) days of administrative leave will be credited to each exempt management employee during the first pay period in July of each succeeding year.
- All managers with unused administrative leave as of June 30 will be paid for said leave in the final pay period of the fiscal year.
- Exempt management employees hired during the year preceding July 1 shall receive a prorated administrative leave. Management employees leaving LAVTA prior to June 30 and who have unused Administrative Leave, will be credited on a prorated basis from July 1 to the termination date. If employee has used more than the prorated share, the final paycheck will be adjusted.
- Exempt management employees are limited to the Executive Director and all employees in the Director Classification band.

2.8 OUTSIDE EMPLOYMENT

- 2.9.0 Employees who plan to participate in any gainful occupation other than Authority service during off-duty time must have written permission to do so from the Executive Director or designee. The Authority retains the right to refuse permission to any employee for such outside employment whenever it appears to the Authority that such outside employment would interfere with the proper performance of the Authority's service for which the employee has been hired, or that such outside employment may place the employee in a position of conflict of interest, ~~or would result in a poor public image for the Authority as determined by the Executive Director or designee.~~
- 2.9.1 In the event of illness or injury incurred in outside employment by members so employed or arising out of such employment, the Authority will in no way be responsible for compensation or any other benefits.

2.9.2 Use of Authority equipment is permitted only in the performance of Authority duties.

~~2.9.3 No employee shall solicit outside employment while on duty for the Authority, or use his/her Authority position as an aid for leverage to gain outside employment.~~

2.10 INTRODUCTORY PERIOD

Original appointment shall be subject to an introductory period of six (6) months actual service.

2.10.1 New employees will be provided with an orientation to the Authority and their positions. Every month during the introductory period, new employees will meet with their supervisor to discuss the employee's performance to date. At the time of the discussion serious performance deficiencies shall be documented in writing and an action plan agreed to.

2.10.2 Upon completion of the introductory period, Livermore Amador Valley Transit Authority will review the employee's performance. If the Authority finds the employee's performance satisfactory and decides to continue his or her employment, it will advise the employee of any expected improvements. the employee shall be given a written evaluation. If this evaluation shows that the employee has satisfactorily demonstrated the qualifications for the position, the employee shall gain regular status, and shall be informed in writing.

2.10.3 Employees not meeting performance requirements during the introductory period shall be notified of such action in writing by the Executive Director or designee at any time during the introductory period.

2.10.4 The introductory period may be extended once by the Executive Director for a period not to exceed ninety days, in order to further evaluate the performance of the employee.

2.11 TEMPORARY APPOINTMENTS

Appointments to Authority employment on other than an acting or regular basis shall be considered temporary. Such temporary appointments shall be allowed only as follows:

Temporary appointees shall serve at the discretion of the Executive Director or designee.

## 2.12 PROFESSIONAL DEVELOPMENT

- 2.12.1 Budgeted Authority funds may be used for attendance at professional development conferences, as approved by the Executive Director or designee.
- 2.12.2 Budgeted Authority funds may be used to meet the cost of registration and books for training requested by employee, provided that the program has been approved by the Executive Director or designee as being a benefit to the Authority. The Executive Director or designee, in considering a proposed training program, will require the employee to submit a Request for Authorization to Attend Training form and documentation which may as a minimum include:
- (1) An outline of program scope and purpose
  - (2) An outline of specifics of the program to be undertaken
  - (3) Proof of qualification for acceptance to the program
  - (4) An outline of any leave from work required
  - (5) A program expense budget
  - (6) A demonstration that the Authority will accrue benefits from the training program equal to the Authority direct and indirect expense incurred; and
  - (7) Any other information deemed to be necessary.

The Executive Director or designee shall make the final decision as to the approval of a requested training program based on the above-required prospectus.

- 2.12.3 Expenditure of Authority funds for academic courses shall be made after prior approval of the course by the Executive Director or designee. Employees shall furnish proof of a passing grade in the course to receive tuition reimbursement by the Authority. Degree programs are excluded from this policy.

Leave from work may be granted for attendance at these programs if:

- (1) This is the only time the training is available
- (2) It can be scheduled so as not to unduly jeopardize operations of the Authority.

### 3. GENERAL CONDUCT, DISCIPLINE, TERMINATION, AND APPEAL

#### 3.1 CONDUCT

It shall be the responsibility of all employees to represent the Authority in a courteous, efficient, and helpful manner. The purpose of the Authority's disciplinary procedure is to advise the employee of less than satisfactory behavior or conduct, and to act as a corrective measure for improvement.

#### 3.2 CAUSES FOR DISCIPLINARY ACTION

Employees may be subjected to disciplinary action. The following, among others, are causes which, if shown to the satisfaction of the Executive Director or designee to be related to work performance, are sufficient for disciplinary action:

- 3.2.1 Being under the influence of alcohol or illegal drugs during working hours. Bringing or consuming alcoholic beverages on LAVTA premises. Selling, using or possessing an illegal drug or controlled substance while on duty without a prescription. (See "LAVTA Substance and Alcohol Abuse Policy" for further restrictions.)
- 3.2.2 ~~Failure to perform work as required~~ Unsatisfactory work quality or quantity.
- 3.2.3 Failure to refusal to perform a work-related task, or Insubordination. Insubordination shall mean that the employee, having the ability to do a lawful reasonable act, which he/she is directed to do by the Executive Director or designee, willfully fails or neglects to perform the directed act.
- 3.2.4 Breach of written disciplinary action.
- 3.2.5 Absence without leave or failure to report to work after a leave of absence has expired or after such leave of absence has been disapproved or revoked.
- 3.2.6 Being habitually absent or tardy for any reason.

- 3.2.7 ~~Conviction of a criminal offense excluding certain infractions such as minor traffic violations~~ Being convicted of a crime that indicates unfitness for the job or raises a threat to the safety or well-being of the Authority, its employees, customers or property.
- 3.2.8 Repeated garnishment of wages.
- ~~3.2.9 Using religious, political, or fraternal influence during working time.~~
- ~~3.2.113.2.9~~ Fraud in securing employment ~~Falsifying or altering Authority records, including an application for employment or timekeeping records.~~
- ~~3.2.123.2.10~~ Disrespectful or discourteous conduct toward a customer or member of the public.
- ~~3.2.133.2.11~~ Misuse of Authority position, time, or property, including conducting personal business on Authority time and improper use of Authority equipment or credit card, or harming or destroying Authority property.
- ~~3.2.143.2.12~~ Unauthorized soliciting during work time or in work areas ~~Disclosing or using confidential and/or proprietary information, such as the Authority's trade secrets, without authorization.~~
- ~~3.2.15 Falsification of Authority records.~~
- ~~3.2.13 Theft, dishonesty,~~
- ~~3.2.173.2.14~~ sexual harassment, discrimination or any other action which reduces the ability of the employee or the Authority to provide proper services ~~Violating the Authority's rules against unlawful discrimination, harassment, or retaliation.~~
- Failure to submit to a medical examination or failure to appear at the designated time and place for such examination.

### 3.3 TYPES OF DISCIPLINARY ACTIONS

In most cases, the Authority employs progressive steps in its disciplinary program. However, in all cases disciplinary measures shall be commensurate with the offense. Disciplinary measures may include verbal warnings, written warnings, suspensions, demotions, disciplinary probation, and terminations. Each disciplinary action, regardless of severity or position of employee, must be documented and state the grounds and reasons for the action.



### **3.3.1 Verbal Warnings**

Verbal warnings are a discussion with the employee regarding infractions of Authority rules or policies, including the nature of the violation, the expected behavior, and the discipline that will result if the infraction is repeated.

### **3.3.2 Written Warnings**

Written warnings are a formal notice to the employee of a violation of Authority rules or policies. The written warning should describe the violation, cite any previous verbal or written warnings, and describe the expected behavior and the discipline that will result if the infraction is repeated.

### **3.3.3 Suspensions**

Suspensions are unpaid, involuntary absences from work. Suspensions of five (5) days or more must be approved by the Executive Director or his/her designee. Employees suspended from Authority service shall forfeit all rights, privileges, and salary or other fringe benefits while on such suspension.

### **3.3.4 Demotions**

Demotions are a change from one position to another having lesser duties, responsibilities and salary. Demotions must be approved by the Executive Director or his/her designee.

### **3.3.5 Disciplinary Probations**

Employees may be placed into a probationary status because of unsatisfactory work performance and/or because of work rule violations. Employees have a specific timeframe within which to correct the problem behavior or performance. Immediate termination may occur during the disciplinary probation period if problems continue, new problems arise or if declines in performance occur.

### **3.3.6 Termination**

Termination is the involuntary separation of the employee ~~for cause~~. Any termination must be approved by the Executive Director or his/her designee.

### 3.4 NOTICE OF DISCIPLINARY ACTION

Any disciplinary action that may result in suspension of five (5) or more days, demotion, or termination must be set forth in writing and provided to the employee at least five (5) days before the proposed effective date. Notice of the proposed disciplinary action must include the following information:

- (i) A description of the proposed action, its effective date, and the rule or policy violated;
- (ii) A description of the acts or omissions forming the basis for the proposed action;
- (iii) A statement that a copy of any available materials upon which the action is based is attached to the notice.
- (iv) A statement that the employee has a right to respond orally, by requesting a conference with the supervisor imposing the discipline, or in writing prior to the effective date of the disciplinary action

### 3.5 GRIEVANCE PROCEDURE

Authority employees, except employees in their probationary period, who have been demoted, suspended for five (5) or more days, or terminated are entitled to appeal the decision and receive a hearing from a neutral decision-maker.

- 3.5.1 A formal grievance shall be filed by the employee within five (5) working days of the effective date of any demotion, suspension for five (5) or more days, or termination. The formal grievance shall be filed with the Executive Director on a form prescribed by the Authority.
- 3.5.2 The Executive Director shall schedule a fair and impartial hearing within thirty (30) calendar days of the filing of the grievance. At the hearing, the employee may answer the charges against him or her, present any mitigating evidence, or otherwise respond to the disciplinary action. The Executive Director will issue his/her decision within ten (10) working days of the hearing. The Executive Director may overturn, affirm or modify the disciplinary action.
- 3.5.3 If the employee is not satisfied with the Executive Director's decision, he/she may appeal the decision within five days to the Board of Directors. The appeal must be filed within five (5) working

days of the date of the Executive Director's decision. The appeal shall include a copy of the original grievance, the decision rendered by the Executive Director, and a statement of reasons for the appeal.

- 3.5.4 The Board shall employ a neutral third party to hear the appeal and to recommend action to the Board.
- 3.5.5 The Board may adopt, reject, or modify the recommendation of the Board-appointed neutral third party. The decision of the Board is the final action of the Authority and shall be final and binding on the parties.

### 3.6 RESIGNATION

An employee wishing to leave the service of the Authority in good standing will file with the Executive Director or his/her designee a written resignation stating the effective date and reason for leaving. The Authority requests that the employee submit the written resignation must be submitted at least two (2) weeks in advance for the employee to be considered to have resigned in good standing.

Upon the submittal of a written or verbal notice of resignation, the action of the employee may not be rescinded without the approval of the Executive Director. The decision of the Executive Director on the request of an employee to withdraw a notice of resignation shall be final.

Failure of an employee to resign in good standing or give notice of resignation shall be entered in the employee's service record and may be cause for denying future employment with the Authority.

## 4. PERFORMANCE EVALUATIONS AND RATES OF PAY

- 4.1.1 Each regular employee shall receive an annual written performance evaluation during the month of June. As part of the performance evaluation, an overall rating of clearly outstanding, exceeds expectations, meets expectations, needs improvement, or unsatisfactory will be given.
- 4.1.2 Regular employees receiving "needs improvement" or "unsatisfactory" performance evaluations will be provided with a written action plan to improve performance and be scheduled for a follow up evaluation in six months.
- 4.1.3 New employees will be evaluated as described in paragraph 2.10.1 and 2.10.2. New employees who qualify for a six month evaluation prior to July 1st will be eligible for a prorated merit salary increase based on evaluation results and time served.

## 4.2 RATES OF PAY

4.2.1 Pay for Performance Compensation Plan The following is a description of the basic tenets of the Authority's performance pay plan for its employees. This plan underscores the Authority's commitment to achieving results and providing the best service with the finest employees.

Market Surveys – As part of the annual budget approval process, salary ranges will be established in accordance with procedures in the Human Resources Manual, which includes adherence to the Executive Director Compensation Policy and an annual salary survey for all established positions within the Authority. The Survey will establish a market range and midpoint for positions within the Authority.

Control Points – For each classification band in the pay plan a “control point” is established. The control point is considered the midpoint of the salary range. The midpoint represents the value of each position within the internal organizational structure. The plan provides an opportunity for individuals to earn up to 15% above their control point for continued exceptional performance. Conversely, salaries of employees not meeting the Authority's performance standards may drop to 15% less than the control point.

Performance Zones – Each salary range shall be divided into four performance zones as follows:

Zone One (85% through 95% of control point): This portion of the range is typically considered to be that into which a new employee is hired. However, where circumstances warrant, employees may be hired up to the control point.

Zone Two (96% through 104% of the control point): This is the portion of the salary range to which an employee may normally expect to progress. Most employees will achieve and maintain a salary within this portion of the range.

Zone Three (105% through 111% of the control point): Only those employees whose performance, over time, exceeds expectations will achieve and maintain a salary that falls within this portion of the range.

Zone Four (111% through 115% of the control point): Only those employees whose performance, over time, far exceeds expectations

will achieve and maintain a salary that falls within this portion of the range

**Comp-Ratio** – As part of the administration of the pay plan, a comp-ratio shall be computed for each employee. The comp-ratio represents the relationship of each employee’s current salary to the control point of his/her salary range. The comp-ratio is calculated by dividing the employee’s current salary by the control point of his/her salary grade.

**Merit Salary Increase** – Merit salary increases may be considered on an annual basis and distributed by the Executive Director based upon the recommendation of the supervisor and the following general guidelines

- Increase amounts should differ significantly as performance levels increase.
- All other considerations being equal, employees in the lower performance zones of the salary range (below the control point) may receive larger percentage increases than those in higher performance zones (above the control point).
- No salary increase shall be awarded in instances where a performance rating is “Needs Improvement” or “Unsatisfactory.”

In the month of June each year, employees will be eligible for individual salary adjustments effective July 1. Said increases shall be made based solely upon performance and in accordance with the guidelines above. No salary increase shall be made unless a performance appraisal has been made of the employee.

**Performance Bonus** – The Executive Director may recognize an employee’s specific accomplishments by authorizing a performance bonus. In the case of employees who do not report directly to the Executive Director the supervisor may recommend to the Executive Director that a bonus be given. The performance bonus may be authorized for significant project accomplishments or significant cost savings beyond the normal high expectations of the staff. All bonuses granted shall be in the form of a one-time payment. The total of all bonuses granted shall not exceed 2% of the annual gross payroll.

#### 4.2.2 Salary Bands

The positions, with the exception of Executive Director, shall all be properly classified with respect to Fair Labor Standards Act (FLSA), and all positions appropriately assigned to the following Salary Bands.

Band 1 – Hourly

Band 2 - Support

Band 3 - Professional

Band 4 – Senior Professional

Band 5 – Manager

Band 6 - Director

4.2.3 Employees shall be paid salaries on the Friday following the end of the bi-weekly pay period.

5. BENEFITS

5.1 HOLIDAYS

5.1.1 Each full-time employee shall be entitled to the following paid holidays which are hereby declared to be official holidays of the Authority:

- |    |                                   |                                   |
|----|-----------------------------------|-----------------------------------|
| a) | New Year's Day                    | January 1                         |
| b) | Martin Luther King, Jr. Day       | 3 <sup>rd</sup> Mon. in January   |
| c) | Washington's Birthday             | 3 <sup>rd</sup> Mon. in February  |
| d) | Memorial Day                      | Last Mon. in May                  |
| e) | Independence Day                  | July 4                            |
| f) | Labor Day                         | 1 <sup>st</sup> Mon. in September |
| g) | Veteran's Day                     | November 11                       |
| h) | Thanksgiving Day                  | 4 <sup>th</sup> Thursday in Nov.  |
| i) | Friday following Thanksgiving Day |                                   |
| j) | Christmas Eve                     | December 24                       |
| k) | Christmas Day                     | December 25                       |
| l) | New Year's Eve                    | December 31                       |

- 5.1.2 Any holiday falling on a Saturday shall be observed the preceding Friday. Holidays falling on a Sunday shall be observed the following Monday, unless that is already a designated holiday, in which case the holiday falling on a Sunday shall be observed on Friday.

5.2 PAID TIME OFF (PTO)

A plan for paid time off (PTO) shall be established for all employees regularly scheduled to work more than 1,040 hours on an annual basis, in lieu of traditional vacation leave, sick leave, bereavement leave, etc. PTO may be used for any leave purpose; however, its use shall be governed by the following sections.

Employees off work due to a disability, or on approved leave of absence as defined in Section 2.8, shall be required to use all PTO accrued prior to taking a leave of absence without pay. If an employee is eligible to receive disability benefits, PTO benefits will be coordinated with disability benefits to make up the difference between the disability benefit and the employee's monthly salary, until PTO benefits are exhausted.

- 5.2.1 There shall be two categories of PTO as outlined below:
- a) Scheduled PTO: Any PTO which can be reasonably forecast or anticipated, i.e. vacation, scheduled medical/dental appointments, extended weekends, personal leave, etc.
  - b) Unscheduled PTO: Any leave that is genuinely of an unanticipated nature, i.e. sick leave, bereavement leave, etc.

- 5.2.2 Scheduled PTO requires the approval of the Executive Director or his/her designee prior to the absence. Scheduled leave exceeding three weeks requires the special approval of the Executive Director. The employee shall be given due regard in selecting a convenient time to take scheduled PTO, provided it is not in direct conflict with the best interest of the Authority. A request for scheduled PTO should be submitted in accordance with established procedures. Every effort should be made to submit requests two weeks prior to the PTO.

The use of unscheduled PTO shall be reported on the employee's time card. Inappropriate or excessive use of unscheduled PTO may be grounds for disciplinary action.

5.2.3 “PTO Accrual”: Depending on the status of the employee, the amount of PTO accrued shall be as follows:

- a) Full-Time Employees: Each full-time employee shall accrue PTO for each pay period of service, based on the years of service with the Authority. The accrual of PTO shall begin upon entry on duty at the Authority. The accrual shall be in accordance with the following schedule:

Length of Service	PTO Accrued Each Pay Period
Beginning with the first day of service through the fifth year anniversary (without a break in service)	6.77 Hours
Following the fifth year	8.31 Hours

- b) Employees scheduled to work 20-40 Hours Per Week: For employees scheduled to work between 20 and 40 hours per week, the pro-rata share to be accrued will be the percentage of a regular 40 hour work week which they are scheduled to work, multiplied by the PTO accrued per month, as shown in Subsection a. above.

5.2.4 No employee shall accrue more than 346 hours of PTO. When an employee’s unused PTO balance reaches this limit, all accrual of additional PTO shall cease until the balance falls below the maximum accrual limit.

5.2.5 Any employee separating from the Authority service who has accrued PTO shall be entitled to termination pay in lieu of such PTO. When separation is caused by death, payment shall be made to the employee’s spouse or estate or, in applicable cases, as provided by the Probate Code of the State. Termination pay will be paid at the employee’s current hourly rate at the time of termination, for any unused PTO.

5.3 PAID SICK LEAVE (TEMPORARY EMPLOYEES ONLY)

Temporary employees qualify to accrue paid sick leave upon the start of the temporary employee's employment. Temporary employees may take paid sick leave accrued under this policy if they have worked for the Livermore Amador Valley Transit Authority for at least 90 days.



Temporary employees accrue one hour of paid sick leave for every 30 hours of work performed. Employees may not accrue more than 48 hours or six regularly-scheduled workdays of paid sick leave, whichever is greater, at any given time. Employees who reach the applicable cap will cease to accrue further paid sick leave hours until paid sick leave is used, at which point the employee will continue to accrue additional paid sick leave up to the cap. Paid sick leave not used in a year otherwise carries over from year to year.

Temporary employees may take the greater of 24 hours or three regularly-scheduled workdays' worth of paid sick leave per year for any qualifying reason. Employees using paid sick leave must do so in minimum increments of two hours.

Paid sick leave may be used for the diagnosis, care (including preventative care), or treatment of an existing health condition of a temporary employee and certain family members of the employee. Employees who are the victim of domestic violence, sexual assault, or stalking also may use paid sick leave for treatment, assistance, and other purposes authorized by law.

If the need for sick leave is foreseeable, the employee must provide reasonable advance notice. If the leave is not foreseeable, the employee must provide notice of the leave as soon as practicable.

Accrued unused paid sick leave is not paid out upon termination. However, temporary employees separating from employment who are rehired within one year from the date of separation will have their previously accrued and unused paid sick days reinstated.

#### 5.35.4 WORKERS' COMPENSATION

The employer shall observe the State law with regard to Workers' Compensation.

#### 5.45.5 RETIREMENT PLAN

Effective January 1, 2013, LAVTA established two tiers of retirement plan benefits.

Tier 1 – Defined as members of the State of California Public Employees' Retirement System (PERS) or reciprocal system, on or before December 31, 2012. The employee shall be covered under the 2% at age 55 plan of the State of California Public Employee's Retirement System, including the third level of benefits under the 1959 Survivor Benefit and final year

compensation. Employee shall pay the employee's PERS contribution as a before tax deduction.

Tier 2 – Defined as members of the State of California Public Employees' Retirement System (PERS) on or after January , 2013. The employee shall be covered under the 2% at age 62 PERS plan, including the third level of benefits under the 1959 Survivor Benefit, and three year final compensation. Employee shall pay 50% of the total normal cost rate or the current contribution rate of similarly situated employees, whichever is greater.

## 5.6 HEALTH, DENTAL AND VISION CARE INSURANCE

Full-time employees shall, at the option of the employer, be provided family medical, dental, and vision insurance as described herein. Annuitants shall be provided medical insurance as described herein:

5.6.1 Full-time employees and annuitants will be provided the option to select eligible plans administered under the California Public Employees' Retirement System, Public Employees' Medical and Hospital Care Act.

5.6.2 The Authority's contribution for each employee or annuitant (hired prior to July 1<sup>st</sup>, 2010) shall be the amount necessary to pay the cost of his/her enrollment, including the enrollment of his/her family members, in a health benefit plan up to a maximum of the full premium contribution for the highest premium HMO (PERSCare is not an HMO).

5.6.3 Contributions for a Annuitants hired on or after July 1<sup>st</sup>, 2010 requires a minimum of ten years of CalPERS service credit in order to qualify to is required to receive a 50% of the employer contribution. Five of those ten years must be performed at LAVTA. Each additional service credit year after ten years increases the employer contribution percentage by 5% until 20 years of service is reached, at which time the retiring employee is eligible for 100% of the employer contribution.

5.6.2

5.6.4 Employees and their eligible dependents shall be provided with a dental care plan. The Authority shall pay the premium for this dental care plan for both the employee and eligible dependents. The premium paid by the Authority for regular part-time employees shall be prorated as defined in section 5.10 of this policy.

~~5.5.4~~ 5.6.6 Employees and their eligible dependents shall be enrolled in a vision care plan. The premium for the vision care plan for both the employee and eligible dependents shall be paid by the Authority. The premium paid by the Authority for regular part-time employees shall be prorated.

~~5.5.5~~ 5.6.7 ~~It~~ is the employee's responsibility to notify the Authority regarding any changes in dependent status.

## 5.7 DISABILITY INSURANCE

5.7.1 The Authority will contribute on behalf of each full-time employee the cost of premiums associated with the provision of long-term disability insurance with an elimination period of not more than sixty days. The insurance plan shall be selected and approved by the Board of Directors of the Authority. Specific benefits shall be defined in the plan documents.

5.7.2 Full time employees off work due to a disability will continue to receive health care benefits, as defined in Section 5.5, for up to six months following complete exhaustion of their leave accrual. At the end of six months employees on disability leave may continue coverage by paying the premium payments themselves through LAVTA.

## 5.7 LIFE ACCIDENTAL DEATH & DISMEMBERMENT

The Authority shall contribute an amount necessary to provide life insurance in an amount equal to one and one-half times the employee's current annual salary. This insurance shall include accidental death and dismemberment coverage.

## 5.8 TRANSIT PASS

In accordance with the LAVTA Employee Free Ride Policy, all employees and eligible family members/dependents, as defined in the Policy, are eligible to ride Wheels Fixed Route transit service at no cost. In addition, employees riding Dial-A-Ride Paratransit must be certified eligible for participation in the ADA paratransit program, in which case free rides on Dial-A-Ride will be available only for work related trips.

## 5.9 AUTOMOBILE ALLOWANCE

Employees who use their personal automobile for authorized office business shall receive reimbursement at the applicable rate as established

by the Internal Revenue Service. Alternatively, employees may use a LAVTA staff vehicle. When doing so, employees must comply with the requirements outlined in the Use of LAVTA Service Vehicle Policy.

5.10 PART-TIME EMPLOYEES

Employees employed on a regular schedule of more than 1,040 hours and less than 2,080 hours on an annual basis, shall receive prorated benefits as determined by the Executive Director.

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY  
HUMAN RESOURCES POLICY

1. GENERAL PROVISIONS

1.1 PURPOSE

The objective of these policies is to facilitate efficient service to the public and to provide a human resources management system within the Livermore Amador Valley Transit Authority (LAVTA) that deals with all employees in an equitable and uniform manner.

1.2 SCOPE

In cases where these policies conflict with agreements duly agreed upon between any employee and the Authority, the provisions of the agreement shall govern. In all other cases, these rules shall apply.

2. POLICIES AND PROCEDURES

2.1 APPLICATIONS FOR EMPLOYMENT

Application for employment shall be made in a manner prescribed by the Executive Director. Applications shall require information on specific job experience, education, and training, shall contain job-related information, and shall be signed and dated by the applicant.

2.1.1 No questions on any application or asked at an interview shall attempt to elicit information concerning race, age, natural hairstyle, color, creed (including religious dress and religious grooming practices), sex (including pregnancy, childbirth, breastfeeding, and related medical conditions), sexual orientation, gender, gender identity, gender expression (including transgender or because an individual has transitioned or is transitioning), sex stereotyping, genetic information, marital status, domestic partner status, national origin, ancestry, citizenship, mental, physical or sensory disability, legally protected medical condition or information, military or veteran status, protected medical leaves, religion, or any other basis protected by federal, state, or local law for the purpose of discrimination.

2.1.2 All statements submitted on the application or attached resume may be subject to investigation and verification prior to appointment.

2.1.3 All job openings will be subject to a competitive process. The Executive Director or designee shall determine whether competition shall be limited to internal candidates or shall be opened to all qualified candidates. If competition includes outside candidates, the job opening will be advertised as appropriate to the position and in accordance with the LAVTA Human Resources Procedures Manual.

2.1.4 The Authority shall conform to all requirements under the Americans with Disability Act relating to application for employment and continued service with the Authority.

2.2 APPOINTMENT

2.2.1 All appointments to vacancies shall be made by the Executive Director or designee after considering the qualifications of the applicants.

2.2.2 Qualified Authority employees will be given due consideration for any available position upon application for the position.

2.3 ATTENDANCE

Employees shall be in attendance at their job in accordance with the rules regarding hours of work, holidays and leave of absence.

2.3.1 An employee shall not be absent from work for any reason other than those specified in this Human Resources Policy without making prior arrangements with the Executive Director or designee. Unless prior arrangements are made, an employee who, for any reason, fails to report to work, shall make a sincere effort to immediately notify the Executive Director or designee of the reason for being absent. If the absence continues beyond the first day, the employee shall notify the Executive Director or designee on a daily basis unless other arrangements have been made. *The Executive Director or designee may require a medical certificate from the employee's treating physician if the absence continues over three consecutive days.*

2.3.2 Any unauthorized absence of an employee shall be deemed to be an absence without pay and may be cause for disciplinary action in accordance with applicable law.

2.4 OVERTIME COMPENSATION

The payment of overtime compensation shall be in accordance with Federal Law. The Executive Director shall conduct a review of the responsibilities of each position and designate whether the position is exempt from overtime compensation provisions pursuant to the Code of Federal Regulations: Title 29: Part 541. Nonexempt employees who are required to work more than 40 hours in one week shall be entitled to overtime compensation for all hours so worked. Overtime is paid only for time worked, not time compensated. Therefore, overtime is not paid when time worked is less than 40 hours in the week but the employee receives PTO, holiday pay (as defined in paragraph 5.1.1), jury duty pay or similar pay for unworked hours and the paid time exceeds 40 hours. The overtime rate shall be computed at one and one-half times the employee's regular rate of pay as calculated to the nearest one-tenth (1/10) of an hour. Employees shall be compensated for overtime worked by monetary payment, paid not later than the next payroll following the pay period in which the overtime was worked. All overtime shall be approved in writing by the Executive Director or designee.

## 2.5 HOURS OF WORK

The Administrative Office shall be open for the public between 8:30 a.m. and 5:00 p.m. each weekday, except on Authority holidays as per paragraph 5.1.1. The Transit Center shall be open for the public as determined by the Executive Director or designee in accordance with all agreements or other public considerations.

Employees will work per established full time (40 hours per week) or part-time schedule.

## 2.6 LAYOFF

The Executive Director may layoff employees for lack of work, budgetary restrictions, or due to other changes that take place. Layoffs will be made based on performance without regard for seniority. The employee will be given two (2) weeks notice, except in cases of emergency, before layoff takes place.

## 2.7 LEAVES OF ABSENCE

### 2.7.1 Personal Leaves:

2.7.2 The Executive Director or designee may grant a regular employee leave of absence without pay, not to exceed three (3) months, for personal leave.. No such leave shall be granted except in written form and upon written request of the employee setting forth the reason therefore. Upon expiration of a regularly approved leave of absence without pay, the employee shall be reinstated in the

position held at the time leave was granted if such position is available; however, reinstatement is not guaranteed. Failure on the part of an employee on leave to report promptly at its expiration or within a reasonable time after notice to return to duty shall be cause for discipline. The Executive Director or designee may grant an employee in the introductory period,= leave of absence without pay for one (1) calendar week only.

a. Medical and Other Benefits

During an approved personal leave of absence without pay per paragraph 2.7.2, employee must pay the employee's portion of the premium as directed by the Authority. Employee's health care coverage will cease if the employee's premium payment is more than 30 days late. If employee's payment is more than 30 days late, the Authority will send the employee a letter to this effect. If the Authority does not receive the Authority's co-payment within 15 days of that letter, the employee's coverage may cease. If employee elects not to return to work for at least 30 calendar days at the end of the leave period, the employee may be required to reimburse the Authority for the cost of the health benefit premiums paid by the Authority for maintaining coverage during the employee's unpaid leave.

*During the unpaid leave, PTO accrual will cease.*

**2.7.3**

**Temporary Disability Leaves:**

2.7.4

a. An unpaid medical leave of absence may be granted for temporary medical disabilities with a doctor's written certificate of disability if a leave is necessary to reasonably accommodate a workplace injury or a qualified disability under the Americans With Disabilities Act or the Fair Employment and Housing Act. Temporary disability leave runs concurrently with Family Medical Leave.

b. The duration of a disability leave under this section shall be consistent with applicable law, but in no event shall the leave extend past the date on which an employee becomes capable of performing the essential functions of his or her position, with or without reasonable accommodation.

c. If the disability leave is needed due to a work-related injury, all matters relating to an employee's leave rights, including compensation, benefits, substitution of paid leave, notice and certification requirements, and reinstatement shall be governed by the state workers' compensation laws.



d. Requests for leave should be made as far in advance as possible. Employees are required to use any unused accrued sick leave and vacation. Employees may also be eligible for State Disability Insurance (SDI) benefits. Use of sick leave, vacation leave or State Disability Insurance benefits does not extend the time period of the leave of absence.

## 2.7.5 Family Medical Leave Act

### a. Leave Policy

Under the federal Family and Medical Leave Act (“FMLA”) and the California Family Rights Act (“CFRA”), employees may take time off as provided in this policy, so long as (1) the employee has worked for the Authority for at least 12 months, and for at least 1,250 hours in the last 12 months (an employee returning from fulfilling his or her National Guard or Reserve military obligation will be credited with the hours of service that would have been performed but for the period of military service in determining the 1,250 hours of service).

### b. Reasons for Leave

Eligible employees may take up to 12 weeks of unpaid Family and Medical Leave within any rolling 12-month period (measured backward from the date of the commencement of any Family and Medical Leave) and be restored to the same or a comparable position upon the employee’s return from leave for any of the following reasons:

- (1) the birth of a child and to bond with or to care for such child;
- (2) the placement of a child with the employee for adoption or foster care and to bond with or to care for the newly-placed child;
- (3) to care for a spouse, domestic partner, child, or parent (“covered relation”) with a serious health condition;
- (4) the employee’s own serious health condition that renders him/her unable to perform an essential function of his/her position;
- (5) “military exigency leave,” when there is a qualifying military exigency arising out of the fact that an employee’s spouse, domestic partner, child, or parent is on covered active duty (or has been notified of an impending call or order to covered active duty) in the National Guard, Reserves or regular Armed Forces.  
 "Qualifying exigency" under the FMLA includes any activities listed in the applicable Department of Labor governing regulations. Qualifying exigencies include: (1) short-notice deployment; (2) military events and related activities; (3) childcare and school activities; (4) financial and legal arrangements; (5) counseling; (6)

rest and recuperation; (7) post deployment activities; (8) parental leave; and (9) additional activities.

In addition, under the FMLA, “Military Caregiver Leave” may be requested to care for a spouse, domestic partner, son or daughter (of any age), parent, or next of kin who is a covered service member, and who has incurred a serious injury or illness in the line of duty while on active duty in the Armed Forces, including leave to care for covered veterans who are undergoing medical treatment, recuperation, or therapy for a serious injury or illness incurred or aggravated in the line of duty on active duty and that manifested before or after the veteran left active duty.

A “covered service member” under the FMLA Military Caregiver Leave is: a) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or b) a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. “Covered veteran” means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran

Provided all the conditions of this policy are met, an employee may take a maximum of 26 weeks of military caregiver leave in a single 12-month period, inclusive of the any leave the employee takes for family care, medical, or military exigency leave during that period. This 12-month period will be measured *forward* from the first day leave is taken, regardless of how the Company calculates the single 12-month period for other FMLA purposes.

Military Caregiver Leave may run concurrently with CFRA leave if the covered servicemember is a CFRA “covered relation” (i.e. your spouse, registered domestic partner, child (under age 18, unless incapable of self-care because of a mental or physical disability), or parent) and the covered servicemember suffers from a serious health condition under CFRA. If such conditions are not met, CFRA leave is not exhausted during military caregiver leave. In any event, CFRA leave lasts for a maximum of 12 weeks, and any military caregiver leave beyond that would be FMLA only.

Spouses who are both employed by the Company may take a maximum combined total of 26 weeks in the 12-month period for military caregiver leave and any other FMLA leave, including military exigency leave. However, no more than 12 weeks of this combined 26-week period may be taken for reasons other than to care for the service member.

c. Time Off from Work Due to Employee's Disability Due to Pregnancy/ Childbirth/Adoption

Time off from work because of disability due to pregnancy, childbirth, foster care placement of a child, or adoption is counted as time used for FMLA/CFRA leave. Employees who are unable to work due to pregnancy will be granted the greater of 12 weeks leave or the amount of leave to which the employee may be entitled under California state law for pregnancy-related disability or in connection with childbirth. Family care leaves for the birth, adoption, or foster care placement of a child must be concluded within one year of the birth, adoption, or placement.. Pregnant employees should consult with Human Resources regarding their individual situation.

d. Notice of Leave

If the need for Family and Medical Leave is foreseeable, employee must give the Authority at least 30 days prior notice of the need for leave, preferably in writing. If this is not possible, employee must at least give notice as soon as practicable (generally within one (1) to two (2) business days of learning of the need for leave), and employee must comply with the Authority's usual and customary notice and procedural requirements for requesting leave absent unusual circumstances. Failure to provide such notice may be grounds for delay of leave. Additionally, if the employee is planning a medical treatment, the employee must consult with the Authority first regarding the dates of such treatment. For foreseeable leave due to a qualifying exigency, notice must be provided as soon as practicable. Where the need for leave is not foreseeable, employee should notify the Authority as soon as possible and practical.

The employee's notice must include sufficient information for the Authority to determine if the leave qualifies for FMLA/CFRA protection and for the Authority to determine the expected timing and duration of the leave.

e. Certification of a Serious Health Condition

If the employee is requesting leave because of the employee's own or a covered relation's serious health condition, employee must provide appropriate medical certification from the relevant health care provider within 15 calendar days after employee requests leave, if practicable. For foreseeable leaves the medical certification should be provided before leave begins. Failure to provide requested medical certification in a timely manner may be grounds for denial of foreseeable leave until such certification is provided. In the case of unforeseeable leaves, failure to timely provide the required certification may result in a denial of the employee's continued leave. The certification must include the name, address, phone and fax numbers of the health care provider and the type of

medical practice, the approximate date on which the serious health condition began and its probable duration, a statement documenting the need for leave, and confirmation that, if the employee is the patient, employee is unable to perform one or more of the essential functions of the employee's job due to the serious health condition or, if a family member is the patient, confirmation that the family member is in need of care.

When permitted by law, the Authority, at its expense, may require an examination by a second health care provider designated by the Authority, if it reasonably doubts the medical certification initially provided by the employee for the employee's own serious health condition. If the second health care provider's opinion conflicts with the original medical certification, the Authority, at its expense, may retain a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion.

Where the need for leave lasts beyond a single leave year, LAVTA may require the employee to provide new medical certification in each subsequent leave year. Any request for an extension of the leave must be supported by an updated medical certification. Failure to provide requested recertification within 15 days, if such is practicable, may result in delay of further leave until it is provided.

It is the employee's responsibility either to furnish a complete and sufficient certification or to furnish the health care provider providing the certification with any necessary authorization from the employee or the employee's family member in order for the health care provider to release a complete and sufficient certification to LAVTA to support the employee's leave request.

f. Certification for a Qualifying Exigency

If the employee is requesting military exigency leave, employee must provide appropriate certification within 15 calendar days after employee requests leave, if practicable. Failure to provide requested certification in a timely manner may be grounds for delay of leave. Employee must provide a copy of the military member's active duty orders or other documentation issued by the military that indicates that the military member is on active duty or call to active duty status in support of a contingency operation, and the dates of the member's active duty service.

Employee must also provide a signed statement of the facts regarding the qualifying exigency for which FMLA is requested, and provide the approximate date on which the qualifying exigency began or will begin, the beginning and end dates for the absence that is a single continuous period of leave (or, for intermittent or reduced schedule basis leave, an estimate of the frequency and duration of the qualifying exigency), and if

the qualifying exigency involves meeting with a third party, provide appropriate contact information for any third party with whom you are meeting and a brief description of the purpose of the meeting.

g. Certification for Military Caregiver Leave

If employee is requesting leave to care for a covered service member with a serious injury or illness, employee must provide medical certification that the serious injury or illness was incurred in the line of duty on active duty in the Armed Forces.

h. Reporting While on Leave

If employee takes leave because of the employee's own serious health condition or to care for a covered family relation, employee must contact the Authority as directed regarding the status of the condition and the employee's intention to return to work. In addition, employee must give notice as soon as practicable (within two (2) business days if feasible) if the dates of leave change, are extended, or initially were unknown.

i. Leave is Unpaid

Family and Medical Leave is unpaid leave, although employee may be eligible for short-term or disability payments, paid family leave and/or workers' compensation benefits under those insurance plans. Employee may elect to substitute any accrued paid time off (e.g., PTO, administrative, etc.) for unpaid Family and Medical Leave. The use of paid leave is subject to the terms of the Authority's usual policies, procedures and restrictions applicable to that type of paid leave.

j. Medical and Other Benefits

For the first 12 weeks of an approved Family and Medical Leave, the Authority will maintain the employee's health benefits as if the employee continues to be actively employed. If paid leave is substituted for unpaid Family and Medical Leave, the Authority will deduct the employee's portion of the health plan premium as a regular payroll deduction. If the employee's leave is unpaid, employee must pay the employee's portion of the premium as directed by the Authority. Employee's health care coverage will cease if the employee's premium payment is more than 30 days late. If employee's payment is more than 30 days late, the Authority will send the employee a letter to this effect. If the Authority does not receive the Authority's co-payment within 15 days of that letter, the employee's coverage may cease. If employee elects not to return to work for at least 30 calendar days at the end of the leave period, the employee may be required to reimburse the Authority for the cost of the health

benefit premiums paid by the Authority for maintaining coverage during the employee's unpaid leave.

*During the unpaid portion of a family medical leave, PTO accrual will cease.*

k. Intermittent and Reduced Schedule Leave

Leave because of a serious health condition, including pregnancy-related disabilities, or military caregiver leave, may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced-leave schedule (reducing the usual number of hours you work per workweek) if medically necessary. Qualifying exigency leave may also be taken intermittently or on a reduced-leave schedule. Any leave taken for birth or placement of a child must be taken in blocks of at least two weeks (but employee is allowed two exceptions), and must be taken within one year of the birth or placement of the child with the employee.

If leave is unpaid, the Authority will reduce the employee's salary based on the amount of time actually worked. In addition, while the employee is on an intermittent or reduced leave schedule, the Authority may temporarily transfer the employee to an available alternative position that better accommodates employee's recurring leave and has equivalent pay and benefits.

l. Returning from Leave

If employee takes leave because of the employee's own serious health condition, (except if the employee is taking intermittent leave) employee is required to provide medical certification from employee's health care provider that states that employee is able to resume work and that addresses the employee's ability to perform the essential functions of the employee's job. Employees failing to provide the return-to-work medical certification form will not be permitted to resume work until it is provided.

Under most circumstances, an employee who returns from a Family and Medical Leave will be reinstated to his or her original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. However, an employee has no greater right to reinstatement than if she or he had been continuously employed rather than on leave. In addition, employees who do not return to work are not entitled to an accrual of seniority or employment benefits that may have occurred during a leave period.

m. Employer Requirements

The Authority must inform employees requesting leave whether they are eligible for Family and Medical leave. If they are, the notice must outline any additional information that is required and outline the employees' rights and responsibilities. If they are not eligible, the notice must give a reason for the ineligibility. It is unlawful for any employer to interfere with, restrain, or deny the existence of any right provided under the FMLA/CFRA, to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA/CFRA or for involvement in any proceeding under or relating to the FMLA/CFRA. Employees may file a complaint with the U.S. Department of Labor or the California Department of Fair Employment and Housing, or employees may bring a private lawsuit to enforce the FMLA and the CFRA.

- 2.7.6 Leave of absence with pay shall be granted to an employee who is called or required to serve as a juror. The employee must return to work on any day that they are excused from service. The employee shall be paid the difference between his/her full salary and any payment received for such duty, except travel pay.
- 2.7.7 Leave of absence with pay shall be granted to an employee while going to and from court and answering a subpoena as a witness. The employee shall be paid the difference between his/her full salary and any payment received for such duty except travel pay.
- 2.7.8 Military leave shall be granted in accordance with provisions of law. Employees entitled to military leave shall give the Executive Director an opportunity, within the limits of military regulations, to determine when such leave shall be taken.
- 2.7.9 When an employee participates in a funeral ceremony he/she may use Paid Time Off (PTO) to perform such duty. Time not worked because of such absence shall not affect general leave accrued.
- 2.7.10 Where leaves without pay are granted, other than for disciplinary purposes, and do not exceed two (2) weeks, general leave shall accrue.
- 2.7.11 *Administrative Leave* - In recognition that management employees in positions classified as exempt are required to work hours beyond their regular hours of work to fulfill their management responsibilities, each exempt management employee shall be credited with seven (7) days of administrative leave per year.

The seven (7) days of administrative leave will be credited to each exempt management employee during the first pay period in July of each succeeding year.

All managers with unused administrative leave as of June 30 will be paid for said leave in the final pay period of the fiscal year.

Exempt management employees hired during the year preceding July 1 shall receive a prorated administrative leave. Management employees leaving LAVTA prior to June 30 and who have unused Administrative Leave, will be credited on a prorated basis from July 1 to the termination date. If employee has used more than the prorated share, the final paycheck will be adjusted.

Exempt management employees are limited to the Executive Director and all employees in the Director Classification band.

## 2.8 OUTSIDE EMPLOYMENT

2.9.0 Employees who plan to participate in any gainful occupation other than Authority service during off-duty time must have written permission to do so from the Executive Director or designee. The Authority retains the right to refuse permission to any employee for such outside employment whenever it appears to the Authority that such outside employment would interfere with the proper performance of the Authority's service for which the employee has been hired, or that such outside employment may place the employee in a position of conflict of interest.

2.9.1 In the event of illness or injury incurred in outside employment by members so employed or arising out of such employment, the Authority will in no way be responsible for compensation or any other benefits.

2.9.2 Use of Authority equipment is permitted only in the performance of Authority duties.

## 2.10 INTRODUCTORY PERIOD

Original appointment shall be subject to an introductory period of six (6) months actual service.

2.10.1 New employees will be provided with an orientation to the Authority and their positions. Every month during the introductory



period, new employees will meet with their supervisor to discuss the employee's performance to date. At the time of the discussion serious performance deficiencies shall be documented in writing and an action plan agreed to.

- 2.10.2 Upon completion of the introductory period, Livermore Amador Valley Transit Authority will review the employee's performance. If the Authority finds the employee's performance satisfactory and decides to continue his or her employment, it will advise the employee of any expected improvements. .
- 2.10.3 Employees not meeting performance requirements during the introductory period shall be notified of such action in writing by the Executive Director or designee at any time during the introductory period.
- 2.10.4 The introductory period may be extended once by the Executive Director for a period not to exceed ninety days, in order to further evaluate the performance of the employee.

#### 2.11 TEMPORARY APPOINTMENTS

Appointments to Authority employment on other than an acting or regular basis shall be considered temporary. Such temporary appointments shall be allowed only as follows:

Temporary appointees shall serve at the discretion of the Executive Director or designee.

#### 2.12 PROFESSIONAL DEVELOPMENT

- 2.12.1 Budgeted Authority funds may be used for attendance at professional development conferences, as approved by the Executive Director or designee.
- 2.12.2 Budgeted Authority funds may be used to meet the cost of registration and books for training requested by employee, provided that the program has been approved by the Executive Director or designee as being a benefit to the Authority. The Executive Director or designee, in considering a proposed training program, will require the employee to submit a Request for Authorization to Attend Training form and documentation which may as a minimum include:
- (1) An outline of program scope and purpose

- (2) An outline of specifics of the program to be undertaken
- (3) Proof of qualification for acceptance to the program
- (4) An outline of any leave from work required
- (5) A program expense budget
- (6) A demonstration that the Authority will accrue benefits from the training program equal to the Authority direct and indirect expense incurred; and
- (7) Any other information deemed to be necessary.

The Executive Director or designee shall make the final decision as to the approval of a requested training program based on the above-required prospectus.

2.12.3 Expenditure of Authority funds for academic courses shall be made after prior approval of the course by the Executive Director or designee. Employees shall furnish proof of a passing grade in the course to receive tuition reimbursement by the Authority. Degree programs are excluded from this policy.

Leave from work may be granted for attendance at these programs if:

- (1) This is the only time the training is available
- (2) It can be scheduled so as not to unduly jeopardize operations of the Authority.

### 3. GENERAL CONDUCT, DISCIPLINE, TERMINATION, AND APPEAL

#### 3.1 CONDUCT

It shall be the responsibility of all employees to represent the Authority in a courteous, efficient, and helpful manner. The purpose of the Authority's disciplinary procedure is to advise the employee of less than satisfactory behavior or conduct, and to act as a corrective measure for improvement.

#### 3.2 CAUSES FOR DISCIPLINARY ACTION

Employees may be subjected to disciplinary action. The following, among others, are causes which, if shown to the satisfaction of the Executive

Director or designee to be related to work performance, are sufficient for disciplinary action:

- 3.2.1 Being under the influence of alcohol or illegal drugs during working hours. Bringing or consuming alcoholic beverages on LAVTA premises. Selling, using or possessing an illegal drug or controlled substance while on duty without a prescription. (See “LAVTA Substance and Alcohol Abuse Policy” for further restrictions.)
- 3.2.2 Unsatisfactory work quality or quantity.
- 3.2.3 Failure to refusal to perform a work-related task, or Insubordination. Insubordination shall mean that the employee, having the ability to do a lawful reasonable act, which he/she is directed to do by the Executive Director or designee, willfully fails or neglects to perform the directed act.
- 3.2.4 Breach of written disciplinary action.
- 3.2.5 Absence without leave or failure to report to work after a leave of absence has expired or after such leave of absence has been disapproved or revoked.
- 3.2.6 Being habitually absent or tardy for any reason.
- 3.2.7 Being convicted of a crime that indicates unfitness for the job or raises a threat to the safety or well-being of the Authority, its employees, customers or property.
- 3.2.8 Repeated garnishment of wages.
- 3.2.9 Falsifying or altering Authority records, including an application for employment or timekeeping records.
- 3.2.10 Disrespectful or discourteous conduct toward a customer or member of the public.
- 3.2.11 Misuse of Authority position, time, or property, including conducting personal business on Authority time and improper use of Authority equipment or credit card, or harming or destroying Authority property.
- 3.2.12 Disclosing or using confidential and/or proprietary information, such as the Authority's trade secrets, without authorization.

- 3.2.13 Theft, dishonesty.
- 3.2.14 Violating the Authority's rules against unlawful discrimination, harassment, or retaliation.  
Failure to submit to a medical examination or failure to appear at the designated time and place for such examination.

### 3.3 TYPES OF DISCIPLINARY ACTIONS

In most cases, the Authority employs progressive steps in its disciplinary program. However, in all cases disciplinary measures shall be commensurate with the offense. Disciplinary measures may include verbal warnings, written warnings, suspensions, demotions, disciplinary probation, and terminations. Each disciplinary action, regardless of severity or position of employee, must be documented and state the grounds and reasons for the action.

#### 3.3.1 Verbal Warnings

Verbal warnings are a discussion with the employee regarding infractions of Authority rules or policies, including the nature of the violation, the expected behavior, and the discipline that will result if the infraction is repeated.

#### 3.3.2 Written Warnings

Written warnings are a formal notice to the employee of a violation of Authority rules or policies. The written warning should describe the violation, cite any previous verbal or written warnings, and describe the expected behavior and the discipline that will result if the infraction is repeated.

#### 3.3.3 Suspensions

Suspensions are unpaid, involuntary absences from work. Suspensions of five (5) days or more must be approved by the Executive Director or his/her designee. Employees suspended from Authority service shall forfeit all rights, privileges, and salary or other fringe benefits while on such suspension.

#### 3.3.4 Demotions

Demotions are a change from one position to another having lesser duties, responsibilities and salary. Demotions must be approved by the Executive Director or his/her designee.

### **3.3.5 Disciplinary Probations**

Employees may be placed into a probationary status because of unsatisfactory work performance and/or because of work rule violations. Employees have a specific timeframe within which to correct the problem behavior or performance. Immediate termination may occur during the disciplinary probation period if problems continue, new problems arise or if declines in performance occur.

### **3.3.6 Termination**

Termination is the involuntary separation of the employee. Any termination must be approved by the Executive Director or his/her designee.

## **3.4 NOTICE OF DISCIPLINARY ACTION**

Any disciplinary action that may result in suspension of five (5) or more days, demotion, or termination must be set forth in writing and provided to the employee at least five (5) days before the proposed effective date. Notice of the proposed disciplinary action must include the following information:

- (i) A description of the proposed action, its effective date, and the rule or policy violated;
- (ii) A description of the acts or omissions forming the basis for the proposed action;
- (iii) A statement that a copy of any available materials upon which the action is based is attached to the notice.
- (iv) A statement that the employee has a right to respond orally, by requesting a conference with the supervisor imposing the discipline, or in writing prior to the effective date of the disciplinary action

## **3.5 GRIEVANCE PROCEDURE**

Authority employees, except employees in their probationary period, who have been demoted, suspended for five (5) or more days, or terminated are entitled to appeal the decision and receive a hearing from a neutral decision-maker.

- 3.5.1 A formal grievance shall be filed by the employee within five (5) working days of the effective date of any demotion, suspension for five (5) or more days, or termination. The formal grievance shall be filed with the Executive Director on a form prescribed by the Authority.
- 3.5.2 The Executive Director shall schedule a fair and impartial hearing within thirty (30) calendar days of the filing of the grievance. At the hearing, the employee may answer the charges against him or her, present any mitigating evidence, or otherwise respond to the disciplinary action. The Executive Director will issue his/her decision within ten (10) working days of the hearing. The Executive Director may overturn, affirm or modify the disciplinary action.
- 3.5.3 If the employee is not satisfied with the Executive Director's decision, he/she may appeal the decision within five days to the Board of Directors. The appeal must be filed within five (5) working days of the date of the Executive Director's decision. The appeal shall include a copy of the original grievance, the decision rendered by the Executive Director, and a statement of reasons for the appeal.
- 3.5.4 The Board shall employ a neutral third party to hear the appeal and to recommend action to the Board.
- 3.5.5 The Board may adopt, reject, or modify the recommendation of the Board-appointed neutral third party. The decision of the Board is the final action of the Authority and shall be final and binding on the parties.
- 3.6 RESIGNATION

An employee wishing to leave the service of the Authority in good standing will file with the Executive Director or his/her designee a written resignation stating the effective date and reason for leaving. The Authority requests that the employee submit the written resignation at least two (2) weeks in advance for the employee to be considered to have resigned in good standing.

Upon the submittal of a written or verbal notice of resignation, the action of the employee may not be rescinded without the approval of the Executive Director. The decision of the Executive Director on the request of an employee to withdraw a notice of resignation shall be final.

Failure of an employee to resign in good standing or give notice of resignation shall be entered in the employee's service record and may be cause for denying future employment with the Authority.

#### 4. PERFORMANCE EVALUATIONS AND RATES OF PAY

- 4.1.1 Each regular employee shall receive an annual written performance evaluation during the month of June. As part of the performance evaluation, an overall rating of clearly outstanding, exceeds expectations, meets expectations, needs improvement, or unsatisfactory will be given.
- 4.1.2 Regular employees receiving “needs improvement” or “unsatisfactory” performance evaluations will be provided with a written action plan to improve performance and be scheduled for a follow up evaluation in six months.
- 4.1.3 New employees will be evaluated as described in paragraph 2.10.1 and 2.10.2. New employees who qualify for a six month evaluation prior to July 1st will be eligible for a prorated merit salary increase based on evaluation results and time served.

#### 4.2 RATES OF PAY

4.2.1 Pay for Performance Compensation Plan The following is a description of the basic tenets of the Authority’s performance pay plan for its employees. This plan underscores the Authority’s commitment to achieving results and providing the best service with the finest employees.

Market Surveys – As part of the annual budget approval process, salary ranges will be established in accordance with procedures in the Human Resources Manual, which includes adherence to the Executive Director Compensation Policy and an annual salary survey for all established positions within the Authority. The Survey will establish a market range and midpoint for positions within the Authority.

Control Points – For each classification band in the pay plan a “control point” is established. The control point is considered the midpoint of the salary range. The midpoint represents the value of each position within the internal organizational structure. The plan provides an opportunity for individuals to earn up to 15% above their control point for continued exceptional performance. Conversely, salaries of employees not meeting the Authority’s performance standards may drop to 15% less than the control point.

Performance Zones – Each salary range shall be divided into four performance zones as follows:

Zone One (85% through 95% of control point): This portion of the range is typically considered to be that into which a new employee

is hired. However, where circumstances warrant, employees may be hired up to the control point.

Zone Two (96% through 104% of the control point): This is the portion of the salary range to which an employee may normally expect to progress. Most employees will achieve and maintain a salary within this portion of the range.

Zone Three (105% through 111% of the control point): Only those employees whose performance, over time, exceeds expectations will achieve and maintain a salary that falls within this portion of the range.

Zone Four (111% through 115% of the control point): Only those employees whose performance, over time, far exceeds expectations will achieve and maintain a salary that falls within this portion of the range

Comp-Ratio – As part of the administration of the pay plan, a comp-ratio shall be computed for each employee. The comp-ratio represents the relationship of each employee's current salary to the control point of his/her salary range. The comp-ratio is calculated by dividing the employee's current salary by the control point of his/her salary grade.

Merit Salary Increase – Merit salary increases may be considered on an annual basis and distributed by the Executive Director based upon the recommendation of the supervisor and the following general guidelines

- Increase amounts should differ significantly as performance levels increase.
- All other considerations being equal, employees in the lower performance zones of the salary range (below the control point) may receive larger percentage increases than those in higher performance zones (above the control point).
- No salary increase shall be awarded in instances where a performance rating is "Needs Improvement" or "Unsatisfactory."

In the month of June each year, employees will be eligible for individual salary adjustments effective July 1. Said increases shall be made based solely upon performance and in accordance with the guidelines above. No salary increase shall be made unless a performance appraisal has been made of the employee.

Performance Bonus – The Executive Director may recognize an employee's specific accomplishments by authorizing a performance



bonus. In the case of employees who do not report directly to the Executive Director the supervisor may recommend to the Executive Director that a bonus be given. The performance bonus may be authorized for significant project accomplishments or significant cost savings beyond the normal high expectations of the staff. All bonuses granted shall be in the form of a one-time payment. The total of all bonuses granted shall not exceed 2% of the annual gross payroll.

#### 4.2.2 Salary Bands

The positions, with the exception of Executive Director, shall all be properly classified with respect to Fair Labor Standards Act (FLSA), and all positions appropriately assigned to the following Salary Bands.

Band 1 – Hourly

Band 2 - Support

Band 3 - Professional

Band 4 – Senior Professional

Band 5 – Manager

Band 6 - Director

4.2.3 Employees shall be paid salaries on the Friday following the end of the bi-weekly pay period.

### 5. BENEFITS

#### 5.1 HOLIDAYS

5.1.1 Each full-time employee shall be entitled to the following paid holidays which are hereby declared to be official holidays of the Authority:

- |    |                             |                                  |
|----|-----------------------------|----------------------------------|
| a) | New Year's Day              | January 1                        |
| b) | Martin Luther King, Jr. Day | 3 <sup>rd</sup> Mon. in January  |
| c) | Washington's Birthday       | 3 <sup>rd</sup> Mon. in February |
| d) | Memorial Day                | Last Mon. in May                 |
| e) | Independence Day            | July 4                           |

- |    |                                   |                                   |
|----|-----------------------------------|-----------------------------------|
| f) | Labor Day                         | 1 <sup>st</sup> Mon. in September |
| g) | Veteran's Day                     | November 11                       |
| h) | Thanksgiving Day                  | 4 <sup>th</sup> Thursday in Nov.  |
| i) | Friday following Thanksgiving Day |                                   |
| j) | Christmas Eve                     | December 24                       |
| k) | Christmas Day                     | December 25                       |
| l) | New Year's Eve                    | December 31                       |

- 5.1.2 Any holiday falling on a Saturday shall be observed the preceding Friday. Holidays falling on a Sunday shall be observed the following Monday, unless that is already a designated holiday, in which case the holiday falling on a Sunday shall be observed on Friday.

## 5.2 PAID TIME OFF (PTO)

A plan for paid time off (PTO) shall be established for all employees regularly scheduled to work more than 1,040 hours on an annual basis, in lieu of traditional vacation leave, sick leave, bereavement leave, etc. PTO may be used for any leave purpose; however, its use shall be governed by the following sections.

Employees off work due to a disability, or on approved leave of absence as defined in Section 2.8, shall be required to use all PTO accrued prior to taking a leave of absence without pay. If an employee is eligible to receive disability benefits, PTO benefits will be coordinated with disability benefits to make up the difference between the disability benefit and the employee's monthly salary, until PTO benefits are exhausted.

- 5.2.1 There shall be two categories of PTO as outlined below:
- a) **Scheduled PTO:** Any PTO which can be reasonably forecast or anticipated, i.e. vacation, scheduled medical/dental appointments, extended weekends, personal leave, etc.
  - b) **Unscheduled PTO:** Any leave that is genuinely of an unanticipated nature, i.e. sick leave, bereavement leave, etc.

5.2.2 Scheduled PTO requires the approval of the Executive Director or his/her designee prior to the absence. Scheduled leave exceeding three weeks requires the special approval of the Executive Director. The employee shall be given due regard in selecting a convenient time to take scheduled PTO, provided it is not in direct conflict with the best interest of the Authority. A request for scheduled PTO should be submitted in accordance with established procedures. Every effort should be made to submit requests two weeks prior to the PTO.

The use of unscheduled PTO shall be reported on the employee's time card. Inappropriate or excessive use of unscheduled PTO may be grounds for disciplinary action.

5.2.3 "PTO Accrual": Depending on the status of the employee, the amount of PTO accrued shall be as follows:

- a) Full-Time Employees: Each full-time employee shall accrue PTO for each pay period of service, based on the years of service with the Authority. The accrual of PTO shall begin upon entry on duty at the Authority. The accrual shall be in accordance with the following schedule:

Length of Service	PTO Accrued Each Pay Period
Beginning with the first day of service through the fifth year anniversary (without a break in service)	6.77 Hours
Following the fifth year	8.31 Hours

- b) Employees scheduled to work 20-40 Hours Per Week: For employees scheduled to work between 20 and 40 hours per week, the pro-rata share to be accrued will be the percentage of a regular 40 hour work week which they are scheduled to work, multiplied by the PTO accrued per month, as shown in Subsection a. above.

5.2.4 No employee shall accrue more than 346 hours of PTO. When an employee's unused PTO balance reaches this limit, all accrual of additional PTO shall cease until the balance falls below the maximum accrual limit.

5.2.5 Any employee separating from the Authority service who has accrued PTO shall be entitled to termination pay in lieu of such

PTO. When separation is caused by death, payment shall be made to the employee's spouse or estate or, in applicable cases, as provided by the Probate Code of the State. Termination pay will be paid at the employee's current hourly rate at the time of termination, for any unused PTO.

### 5.3 PAID SICK LEAVE (TEMPORARY EMPLOYEES ONLY)

Temporary employees qualify to accrue paid sick leave upon the start of the temporary employee's employment. Temporary employees may take paid sick leave accrued under this policy if they have worked for the Livermore Amador Valley Transit Authority for at least 90 days.

Temporary employees accrue one hour of paid sick leave for every 30 hours of work performed. Employees may not accrue more than 48 hours or six regularly-scheduled workdays of paid sick leave, whichever is greater, at any given time. Employees who reach the applicable cap will cease to accrue further paid sick leave hours until paid sick leave is used, at which point the employee will continue to accrue additional paid sick leave up to the cap. Paid sick leave not used in a year otherwise carries over from year to year.

Temporary employees may take the greater of 24 hours or three regularly-scheduled workdays' worth of paid sick leave per year for any qualifying reason. Employees using paid sick leave must do so in minimum increments of two hours.

Paid sick leave may be used for the diagnosis, care (including preventative care), or treatment of an existing health condition of a temporary employee and certain family members of the employee. Employees who are the victim of domestic violence, sexual assault, or stalking also may use paid sick leave for treatment, assistance, and other purposes authorized by law.

If the need for sick leave is foreseeable, the employee must provide reasonable advance notice. If the leave is not foreseeable, the employee must provide notice of the leave as soon as practicable.

Accrued unused paid sick leave is not paid out upon termination. However, temporary employees separating from employment who are rehired within one year from the date of separation will have their previously accrued and unused paid sick days reinstated.

### 5.4 WORKERS' COMPENSATION

The employer shall observe the State law with regard to Workers' Compensation.

## 5.5 RETIREMENT PLAN

Effective January 1, 2013, LAVTA established two tiers of retirement plan benefits.

Tier 1 – Defined as members of the State of California Public Employees’ Retirement System (PERS) or reciprocal system, on or before December 31, 2012. The employee shall be covered under the 2% at age 55 plan of the State of California Public Employee’s Retirement System, including the third level of benefits under the 1959 Survivor Benefit and final year compensation. Employee shall pay the employee’s PERS contribution as a before tax deduction.

Tier 2 – Defined as members of the State of California Public Employees’ Retirement System (PERS) on or after January , 2013. The employee shall be covered under the 2% at age 62 PERS plan, including the third level of benefits under the 1959 Survivor Benefit, and three year final compensation. Employee shall pay 50% of the total normal cost rate or the current contribution rate of similarly situated employees, whichever is greater.

## 5.6 HEALTH, DENTAL AND VISION CARE INSURANCE

Full-time employees shall, at the option of the employer, be provided family medical, dental, and vision insurance as described herein. Annuitants shall be provided medical insurance as described herein:

- 5.6.1 Full-time employees and annuitants will be provided the option to select eligible plans administered under the California Public Employees’ Retirement System, Public Employees’ Medical and Hospital Care Act.
- 5.6.2 The Authority’s contribution for each employee or annuitant (hired prior to July 1<sup>st</sup>, 2010) shall be the amount necessary to pay the cost of his/her enrollment, including the enrollment of his/her family members, in a health benefit plan up to a maximum of the full premium contribution for the highest premium HMO (PERSCare is not an HMO).
- 5.6.3 Annuitants hired on or after July 1<sup>st</sup>, 2010 require a minimum of ten years of CalPERS service credit in order to qualify to receive a 50% employer contribution. Five of those ten years must be performed at LAVTA. Each additional service credit year after ten years increases the employer contribution percentage by 5% until

20 years of service is reached, at which time the retiring employee is eligible for 100% of the employer contribution.

- 5.6.4 Employees and their eligible dependents shall be provided with a dental care plan. The Authority shall pay the premium for this dental care plan for both the employee and eligible dependents. The premium paid by the Authority for regular part-time employees shall be prorated as defined in section 5.10 of this policy.
- 5.6.6 Employees and their eligible dependents shall be enrolled in a vision care plan. The premium for the vision care plan for both the employee and eligible dependents shall be paid by the Authority. The premium paid by the Authority for regular part-time employees shall be prorated.
- 5.6.7 It is the employee's responsibility to notify the Authority regarding any changes in dependent status.

#### 5.7 DISABILITY INSURANCE

- 5.7.1 The Authority will contribute on behalf of each full-time employee the cost of premiums associated with the provision of long-term disability insurance with an elimination period of not more than sixty days. The insurance plan shall be selected and approved by the Board of Directors of the Authority. Specific benefits shall be defined in the plan documents.
- 5.7.2 Full time employees off work due to a disability will continue to receive health care benefits, as defined in Section 5.5, for up to six months following complete exhaustion of their leave accrual. At the end of six months employees on disability leave may continue coverage by paying the premium payments themselves through LAVTA.

#### 5.7 LIFE ACCIDENTAL DEATH & DISMEMBERMENT

The Authority shall contribute an amount necessary to provide life insurance in an amount equal to one and one-half times the employee's current annual salary. This insurance shall include accidental death and dismemberment coverage.

#### 5.8 TRANSIT PASS

In accordance with the LAVTA Employee Free Ride Policy, all employees and eligible family members/dependents, as defined in the

Policy, are eligible to ride Wheels Fixed Route transit service at no cost. In addition, employees riding Dial-A-Ride Paratransit must be certified eligible for participation in the ADA paratransit program, in which case free rides on Dial-A-Ride will be available only for work related trips.

5.9 AUTOMOBILE ALLOWANCE

Employees who use their personal automobile for authorized office business shall receive reimbursement at the applicable rate as established by the Internal Revenue Service. Alternatively, employees may use a LAVTA staff vehicle. When doing so, employees must comply with the requirements outlined in the Use of LAVTA Service Vehicle Policy.

5.10 PART-TIME EMPLOYEES

Employees employed on a regular schedule of more than 1,040 hours and less than 2,080 hours on an annual basis, shall receive prorated benefits as determined by the Executive Director.