

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY**  
**1362 Rutan Court, Suite 100**  
**Livermore, CA 94551**

**BOARD OF DIRECTORS MEETING**

**DATE:** January 6, 2020

**PLACE:** LAVTA Offices, Room 110  
1362 Rutan Court, Suite 100, Livermore

**TIME:** 4:00pm

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**AGENDA**

**1. Call to Order and Pledge of Allegiance**

**2. Roll Call of Members**

**3. Meeting Open to Public**

- Members of the audience may address the Board of Directors on any matter within the general subject matter jurisdiction of the LAVTA Board of Directors.
- Unless members of the audience submit speaker forms before the start of the meeting requesting to address the board on specific items on the agenda, all comments must be made during this item of business. Speaker cards are available at the entrance to the meeting room and should be submitted to the Board secretary.
- Public comments should not exceed three (3) minutes.
- Items are placed on the Agenda by the Chairman of the Board of Directors, the Executive Director, or by any three members of the Board of Directors. Agendas are published 72 hours prior to the meeting.
- No action may be taken on matters raised that are not on the Agenda.
- For the sake of brevity, all questions from the public, Board and Staff will be directed through the Chair.

**4. Consent Agenda**

**Recommend approval of all items on Consent Agenda as follows:**

- A. **Minutes of the December 2, 2019 Board of Directors meeting.**
- B. **Treasurer's Report for November 2019**

**Recommendation:** The Finance and Administration committee recommends approval of the LAVTA Treasurer's Report for November 2019.

**5. Contract Award for Transit Signal Priority Upgrade and Expansion Project #2019-04**

**Recommendation:** Staff recommends that the Board of Directors: (1) award a contract to DC Electric Group, Inc., the lowest responsive and responsible bidder for the LAVTA Transit Signal Priority Upgrade and Expansion Project #2019-04, for a total contract award of \$455,760.00; (2) authorize the Executive Director to sign the contract and issue an NTP to DC Electric Group,

Inc.; and (3) approve a 10% project contingency of \$45,576.00 to be used at the discretion of the Executive Director.

## **6. Update to LAVTA's Harassment and Human Resource Policies**

**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.

## **7. Executive Director's Report**

## **8. Matters Initiated by the Board of Directors**

- Items may be placed on the agenda at the request of three members of the Board.

## **9. Next Meeting Date is Scheduled for: February 3, 2020**

## **10. Adjournment**

Please refrain from wearing scented products (perfume, cologne, after-shave, etc.) to these meetings, as there may be people in attendance susceptible to environmental illnesses.

*I hereby certify that this agenda was posted 72 hours in advance of the noted meeting.*

*/s/ Jennifer Suda*

*LAVTA, Executive Assistant*

*1/3/2020*

*Date*

*On request, the Livermore Amador Valley Transit Authority will provide written agenda materials in appropriate alternative formats, or disability-related modification or accommodation, including auxiliary aids or services, to enable individuals with disabilities to participate in public meetings. A written request, including name of the person, mailing address, phone number and brief description of the requested materials and preferred alternative format or auxiliary aid or service should be sent at least seven (7) days before the meeting. Requests should be sent to:*

*Executive Director  
Livermore Amador Valley Transit Authority  
1362 Rutan Court, Suite 100  
Livermore, CA 94551  
Fax: 925.443.1375  
Email: [frontdesk@lavta.org](mailto:frontdesk@lavta.org)*

## **AGENDA**

### **ITEM 4A**

## **MINUTES OF THE DECEMBER 2, 2019 LAVTA BOARD MEETING AGENDA**

**DATE:** December 2, 2019  
**PLACE:** LAVTA Offices, Room 110  
1362 Rutan Court, Suite 100, Livermore  
**TIME:** 4:00pm

### **1. Call to Order and Pledge of Allegiance**

Meeting was called to order by Board Vice Chair Bob Woerner at 4:00pm

### **2. Roll Call of Members**

#### **Members Present**

Scott Haggerty – County of Alameda  
Jean Josey – City of Dublin  
Jerry Pentin – City of Pleasanton  
Karla Brown – City of Pleasanton  
Melissa Hernandez – City of Dublin (arrived at 4:02pm)  
Bob Woerner – City of Livermore  
Bob Coomber – City of Livermore

#### **Members Absent**

David Haubert – City of Dublin

### **3. Meeting Open to Public**

No comments.

### **4. Resolution by Assembly Member Rebecca Bauer-Kahan Recognizing LAVTA's California Transit Association Agency Award**

[Melissa Hernandez, from City of Dublin, arrived during Resolution by Assembly Member Rebecca Bauer-Kahan Recognizing LAVTA's California Transit Association Agency Award.]

Jennifer Rizzo and Gabriela Jimenez presented a joint resolution on behalf of Senator Steve Glazer and Assembly Member Rebecca Bauer-Kahan to LAVTA recognizing LAVTA's California Transit Association Agency Award and achievements.

### **5. November Tri-Valley Accessible Advisory Committee Minutes**

Vice Chair Amy Mauldin of the Tri-Valley Accessible Advisory Committee (TAAC) reported on the minutes of the November 6, 2019 TAAC meeting. It was noted that the last TAAC meeting was short in duration. They discussed the possibility of utilizing the Clipper Card on Dial-A-Ride, the GoDublin expansion, Jonathan Steketee's "Top 40 Under 40" award, and the 4<sup>th</sup> Quarter Operations Report.

### **6. Consent Agenda**

**Recommend approval of all items on Consent Agenda as follows:**

**A. Minutes of the November 4, 2019 Board of Directors meeting.**

**B. Treasurer's Report for October 2019**

The Board of Directors approved the October 2019 Treasurer's Report.

**C. Amendment 1 to Memorandum of Understanding with the City of Dublin for the Shared Autonomous Vehicle Testing Project**

The Board of Directors authorized the Executive Director to execute Amendment 1 to the Memorandum of Understanding between the City of Dublin and LAVTA for the Shared Autonomous Vehicle Testing Project.

Approved: Haggerty/Pentin

Aye: Pentin, Woerner, Hernandez, Brown, Josey, Haggerty, Coomber

No: None

Abstain: None

Absent: Haubert

**7. Contract Award for Individualized Marketing Services**

The Board of Directors approved Resolution 28-2019 and authorized the Executive Director to enter into a contract with Steer Davies & Gleave, Ltd., for the development and implementation of LAVTA's Individualized Marketing Program, in an amount not to exceed \$272,890.75, which represents Steer's price proposal plus a 10 percent contingency.

Approved: Haggerty/Josey

Aye: Pentin, Woerner, Hernandez, Brown, Josey, Haggerty, Coomber

No: None

Abstain: None

Absent: Haubert

**8. Radio Communications Equipment Procurement**

The Board of Directors approved Resolution 29-2019, the contract award for the purchase and delivery of Replacement Radios and associated hardware/software, to Harris Corporation, of Lynchburg, Virginia, in the amount of \$228,587.62 plus applicable sales taxes and shipping costs.

Approved: Haggerty/Hernandez

Aye: Pentin, Woerner, Hernandez, Brown, Josey, Haggerty, Coomber

No: None

Abstain: None

Absent: Haubert

**9. Declaration of Surplus Property in Compliance with LAVTA Policy for Disposition of Surplus Property**

Director Scott Haggerty revised the motion, by directing staff to attempt to sell the vehicles through negotiated sales or sealed bid, specifically the auction site that has proved successful in the past, and if no sales result, to look into the option of scrapping the vehicles.

The Board of Directors approved Resolution 30-2019 and declared as surplus two (2) road supervisor vehicles and one (1) shop truck, and Staff should attempt to sell the vehicles through negotiated sales or sealed bid, specifically the auction site that has proved successful in the past, and if no sales result, to look into the option of scrapping the vehicles.

Approved: Haggerty/Brown

Aye: Pentin, Woerner, Hernandez, Brown, Josey, Haggerty, Coomber

No: None

Abstain: None

Absent: Haubert

## **10. Farebox Upgrade**

The Board of Directors approved Resolution 31-2019 and authorized the Executive Director to execute a Sole Source Agreement between LAVTA and Genfare to replace obsolete fareboxes on six (6) LAVTA-owned buses and purchase one training unit.

Approved: Josey/Brown

Aye: Pentin, Woerner, Hernandez, Brown, Josey, Haggerty, Coomber

No: None

Abstain: None

Absent: Haubert

## **11. Executive Director's Report**

Executive Director Michael Tree informed the Board of Directors that ridership is about 11% higher than the same period last year. Executive Director Michael Tree requested Tony McCaulay to provide highlights on the 2019 Stuff-A-Bus Food Drive, Tri-Valley Hub Network Integration Study, Short Range Transit Plan Kickoff, KKIQ Wayne Coy's Toy Drive, and the Holiday Parades.

Tony McCaulay notified that the 2019 Stuff-A-Bus food drive on November 16<sup>th</sup> at the Pleasanton Lucky Store had 1,750 pounds (total weight) of items and \$880 in cash donations. Gillig also had their own food drive in support of LAVTA and MV and MTM each donated \$250 in gift cards. All donations went to Open Heart Kitchen and Tri-Valley Haven and they were both ecstatic by the donations.

The kickoff meeting for the Tri-Valley Hub Network Integration Study was on November 19<sup>th</sup> and fourteen agencies came to the meeting. Tony and Michael had a kickoff meeting with Nelson Nygaard on the Short Range Transit Plan and that project is moving forward and is scheduled for completion by 2020.

The KKIQ Toy Drive is at the Stoneridge Mall (between P.F. Chang's and the Cheesecake Factory) on Friday, December 6, 2019.

Tony also noted that LAVTA has bus entries in the Livermore and Pleasanton holiday parades

on Saturday, December 7, 2019. The Rideo bus will be in the Livermore parade and the Freedom bus will be in the Pleasanton parade.

Jonathan Steketee informed the Board of Directors that LAVTA is waiting on clarification from the BAAQMD on the funding reimbursement agreement for GoTri-Valley and will then bring recommendations to the Board in regards to what GoTri-Valley should look like. Jonathan Steketee updated the Board of Directors on the Shared Autonomous Vehicle (SAV) Project stating that LAVTA is still waiting on the letter from NHTSA, but was informed we should receive the letter by Wednesday and that Congressman Swalwell's office is also assisting.

Executive Director Michael Tree provided a brief update on some of LAVTA's capital projects: Dublin Parking Garage, Pleasanton BRT Enhancements, and Transit Signal Priority Upgrade and Expansion. He also discussed the Tri-Valley – San Joaquin County Regional Rail Authority and how staff is busy working hard to support the Valley Link project. There are some challenges with the Valley Link project and currently staff is working on finishing the EIR and to get it out for public comment. Executive Director Michael Tree informed that the funding strategy is also being worked on, discussed FASTER, and noted upcoming meetings that will take place.

Tony McCaulay informed the Board of Directors that Executive Director Michael Tree received an award for 2019 California Transit Professional of the Year.

The item was discussed by the Board of Directors and staff. Director Scott Haggerty offered LAVTA his assistance with any difficulties with other agencies regarding the Dublin Parking Garage and Vice Chair Bob Woerner requested a report out on a plan for the Dublin Parking Garage. Staff informed that currently LAVTA is trying to obtain that type of information from the County, but Executive Director Michael Tree informed that we will continue to work with them to bring something back to the Board of Directors.

## **12. Matters Initiated by the Board of Directors**

None.

## **13. Next Meeting Date is Scheduled for: January 6, 2020**

## **14. Adjournment**

Meeting adjourned at 4:40pm.

## **AGENDA**

### **ITEM 4B**



## STAFF REPORT

SUBJECT: Treasurer's Report for November 2019

FROM: Tamara Edwards, Director of Finance

DATE: January 6, 2020

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**Action Requested**

Approve the LAVTA Treasurer's Report for November 2019.

**Discussion*****Cash accounts:***

Our petty cash account (101) has a balance of \$200, and our ticket sales change account (102) continues with a balance of \$240 (these two accounts should not change).

***General checking account activity (105):***

Beginning balance November 1, 2019	\$6,410,927.57
Payments made	\$1,424,726.91
Deposits made	\$3,173,373.54
Ending balance November 30, 2019	\$8,159,574.20

***Farebox account activity (106):***

Beginning balance November 1, 2019	\$170,529.65
Deposits made	\$100,793.51
Ending balance November 30, 2019	\$271,323.16

***LAIF investment account activity (135):***

Beginning balance November 1, 2019	\$5,868,819.73
Ending balance November 30, 2019	\$5,868,819.73

***Operating Expenditures Summary:***

As this is the fifth month of the fiscal year, in order to stay on target for the budget this year expenses (at least the ones that occur on a monthly basis) should not be higher than 41.66%. The agency is at 38.21% overall.

***Operating Revenues Summary:***

While expenses are at 38.21%, revenues are at 51.4%, allowing for a healthy cash flow.

**Recommendation**

Staff requests that the Board of Directors approve the November 2019 Treasurer's Report.

Attachments:

1. November 2019 Treasurer's Report

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

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY  
BALANCE SHEET  
FOR THE PERIOD ENDING:  
November 30, 2019**

**ASSETS:**

101 PETTY CASH	200	
102 TICKET SALES CHANGE	240	
105 CASH - GENERAL CHECKING	8,159,574	
106 CASH - FIXED ROUTE ACCOUNT	271,323	
107 Clipper Cash	1,879,314	
108 Rail	332,500	
109 BOC	46	
120 ACCOUNTS RECEIVABLE	1,915,765	
135 INVESTMENTS - LAIF	5,868,820	
150 PREPAID EXPENSES	(17,781)	
160 OPEB ASSET	536,342	
165 DEFERRED OUTFLOW-Pension Related	636,065	
170 INVESTMENTS HELD AT CALTIP	0	
111 NET PROPERTY COSTS	66,271,476	
<b>TOTAL ASSETS</b>		<b>85,853,884</b>

**LIABILITIES:**

205 ACCOUNTS PAYABLE	474,188	
211 PRE-PAID REVENUE	2,568,452	
21101 Clipper to be distributed	1,255,953	
22000 FEDERAL INCOME TAXES PAYABLE	34	
22010 STATE INCOME TAX	(10)	
22020 FICA MEDICARE	(85)	
22050 PERS HEALTH PAYABLE	0	
22040 PERS RETIREMENT PAYABLE	18	
22030 SDI TAXES PAYABLE	0	
22070 AMERICAN FIDELITY INSURANCE PAYABLE	627	
22090 WORKERS' COMPENSATION PAYABLE	4,967	
22100 PERS-457	0	
22110 Direct Deposit Clearing	0	
23101 Net Pension Liability	1,075,263	
23104 Deferred Inflow- Pension Related	60,124	
23103 INSURANCE CLAIMS PAYABLE	51,691	
23102 UNEMPLOYMENT RESERVE	8,300	
<b>TOTAL LIABILITIES</b>		<b>5,499,523</b>

**FUND BALANCE:**

301 FUND RESERVE	(7,734,299)	
304 GRANTS, DONATIONS, PAID-IN CAPITAL	81,820,934	
30401 SALE OF BUSES & EQUIPMENT	83,853	
FUND BALANCE	6,183,873	
<b>TOTAL FUND BALANCE</b>		<b>80,354,361</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>		<b>85,853,884</b>

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY  
REVENUE REPORT  
FOR THE PERIOD ENDING:  
November 30, 2019**

ACCOUNT	DESCRIPTION	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
4010100	Fixed Route Passenger Fares	1,333,594	114,456	576,833	756,761	43.3%
4020000	Business Park Revenues	239,911	19,505	78,020	161,891	32.5%
4020500	Special Contract Fares	604,799	45,977	45,977	558,822	7.6%
4020500	Special Contract Fares - Paratransit	36,000	0	4,739	31,261	13.2%
4010200	Paratransit Passenger Fares	183,750	25,535	92,653	91,097	50.4%
4060100	Concessions	56,875	1,723	5,168	51,707	9.1%
4060300	Advertising Revenue	95,000	0	0	95,000	0.0%
4070400	Miscellaneous Revenue-Interest	12,000	0	35,929	(23,929)	299.4%
4070300	Non transportation revenue	50,400	6,157	42,472	7,928	84.3%
4090100	Local Transportation revenue	674,500	1,089,336	6,089,336	(5,414,836)	902.8%
4099100	TDA Article 4.0 - Fixed Route	10,396,515	0	1,949,916	8,446,599	18.8%
4099500	TDA Article 4.0-BART	107,178	9,154	39,937	67,241	37.3%
4099200	TDA Article 4.5 - Paratransit	160,937	13,754	37,306	123,631	23.2%
4099600	Bridge Toll- RM2, RM1	580,836	0	0	580,836	0.0%
4110100	STA Funds-Paratransit	128,602	0	0	128,602	0.0%
4110500	STA Funds- Fixed Route BART	618,101	0	0	618,101	0.0%
4110100	STA Funds-pop	1,723,755	0	340,493	1,383,262	19.8%
4110100	STA Funds- rev	346,898	0	0	346,898	0.0%
4110100	STA Funds- Lifeline	234,250	0	160,000	74,250	68.3%
4110100	STA Funds- SJ county		0	0	-	#DIV/0!
4110100	Caltrans	250,000	0	0	250,000	0.0%
4130000	FTA Section 5307 Preventative Maint.		0	0	-	100.0%
4130000	FTA Section 5307 ADA Paratransit	406,835	0	0	406,835	0.0%
4130000	FTA TPI	-	0	0	-	100.0%
4130000	FTA JARC and NF	-	0	0	-	#DIV/0!
4130000	FTA 5310		0	0	-	#DIV/0!
4640500	Measure B Gap	23,470	0	0	23,470	100.0%
4640500	Measure B Express Bus	-	0	0	-	100.0%
4640100	Measure B Paratransit Funds-Fixed Route	1,027,962	83,262	271,577	756,385	26.4%
4640100	Measure B Paratransit Funds-Paratransit	190,978	15,469	50,454	140,524	26.4%
4640200	Measure BB Paratransit Funds-Fixed Route	760,320	61,530	200,415	559,905	26.4%
4640200	Measure BB Paratransit Funds-Paratransit	352,826	28,553	93,003	329,937	26.4%
<b>RAIL</b>		0	44,500	465,449		
<b>TOTAL REVENUE</b>		<b>20,596,292</b>	<b>1,558,911</b>	<b>10,579,676</b>	<b>10,552,179</b>	<b>51.4%</b>

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY  
OPERATING EXPENDITURES  
FOR THE PERIOD ENDING:  
November 30, 2019**

		<b>BUDGET</b>	<b>CURRENT MONTH</b>	<b>YEAR TO DATE</b>	<b>BALANCE AVAILABLE</b>	<b>PERCENT BUDGET EXPENDED</b>
501 02	Salaries and Wages	\$1,567,581	\$116,991	\$624,889	\$942,692	39.86%
502 00	Personnel Benefits	\$849,329	\$52,033	\$371,846	\$477,483	43.78%
503 00	Professional Services	\$1,028,051	\$9,934	\$72,972	\$955,079	7.10%
503 05	Non-Vehicle Maintenance	\$912,830	\$24,517	\$331,110	\$581,720	36.27%
503 99	Communications	\$5,500	\$30	\$594	\$4,466	10.80%
504 01	Fuel and Lubricants	\$1,386,600	\$76,831	\$376,967	\$1,009,633	27.19%
504 03	Non contracted vehicle maintenance	\$6,000	\$0	\$0	\$6,000	0.00%
504 99	Office/Operating Supplies	\$59,083	\$2,331	\$6,325	\$52,758	10.71%
504 99	Printing	\$60,000	\$0	\$12,525	\$47,475	20.88%
505 00	Utilities	\$324,879	\$19,986	\$139,312	\$185,567	42.88%
506 00	Insurance	\$712,210	\$206	\$541,552	\$170,658	76.04%
507 99	Taxes and Fees	\$302,000	\$7,190	\$38,189	\$263,811	12.65%
508 01	Purchased Transportation Fixed Route	\$10,551,158	\$871,595	\$4,409,705	\$6,148,644	41.79%
2-508 02	Purchased Transportation Paratransit	\$1,935,200	\$127,461	\$703,267	\$1,231,933	36.34%
508 03	Purchased Transportation WOD	\$210,000	\$4,202	\$17,124	\$192,876	8.15%
509 00	Miscellaneous	\$156,967	(\$17,105)	\$45,413	\$107,595	28.93%
509 02	Professional Development	\$39,401	\$453	\$10,343	\$29,058	26.25%
509 08	Advertising	\$120,000	\$5,400	\$25,839	\$94,161	21.53%
<b>TOTAL</b>		<b>\$20,226,789</b>	<b>\$1,302,056</b>	<b>\$7,727,972</b>	<b>\$12,501,608</b>	<b>38.21%</b>

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY  
CAPITAL REVENUE AND EXPENDITURE REPORT (Page 1 of 2)  
FOR THE PERIOD ENDING:  
November 30, 2019**

ACCOUNT	DESCRIPTON	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
<b>REVENUE DETAILS</b>						
4090594	TDA (office and facility equip)	100,000	0	0	100,000	0.00%
4090194	TDA Shop repairs and replacement	100,000	0	0	100,000	0.00%
4091794	Bus stop improvements	186,000	0	0	186,000	0.00%
4090994	Radio Upgrade	232,000	0	0	232,000	0.00%
4090794	TDA Transit Center Improvements	110,000	0	0	110,000	0.00%
409??94	TDA (Transit Capital)	100,000	0	0	100,000	0.00%
4092094	TDA (Major component rehab)	350,000	0	0	350,000	0.00%
4091294	TDA Doolan Tower Upgrade	30,000	0	0	30,000	0.00%
	TDA TSP	66,000	0	0	66,000	0.00%
4091701	CTC CIP Shelters	1,414,000	0	0	1,414,000	0.00%
409xx01	TVTC TSP	1,140,000	0	0	1,140,000	0.00%
409xx01	BAAQMD ECV station	7,500	0	0	7,500	0.00%
4110500	SGR Office and Facility	52,305	0	0	52,305	0.00%
4110500	Prop 1B office and facility	200,000	0	0	200,000	0.00%
411	Prop 1B ECV stations	7,500	0	0	7,500	0.00%
	FTA TSP	200,000	0	0	200,000	0.00%
41320	FTA Hybrid battery packs	800,000	0	0	800,000	0.00%
	FTA Transit Center	440,000	0			0.00%
<b>TOTAL REVENUE</b>		<b>5,535,305</b>	<b>-</b>	<b>-</b>	<b>5,095,305</b>	<b>0.00%</b>

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY**  
**CAPITAL REVENUE AND EXPENDITURE REPORT (Page 2 of 2)**  
**FOR THE PERIOD ENDING:**  
**November 30, 2019**

ACCOUNT	DESCRIPTON	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
<b>EXPENDITURE DETAILS</b>						
<b>CAPITAL PROGRAM - COST CENTER 07</b>						
5550107	Shop Repairs and replacement	100,000	0	0	100,000	0.00%
5550307	non revenue vehicles	15,000	0	112,491	(97,491)	749.94%
5550307	ECV stations	15,000	0	0	15,000	0.00%
5550507	Office and Facility Equipment	352,305	0	5,354	346,951	1.52%
5550607	TSP upgrade	1,406,000	0	473,085	932,915	33.65%
5550907	Radio upgrade	232,000	0	4,788	227,212	2.06%
5551007	Transit Center Upgrades and Improvements	550,000	0	0	550,000	0.00%
5551207	Doolan Tower upgrade	30,000	0	0	30,000	0.00%
5551607	SAV storage	1,200	0	1,135	65	94.60%
5551707	Bus Shelters and Stops	1,600,000	9,529	23,941	1,576,059	1.50%
5552007	Major component rehab	1,150,000	0	0	1,150,000	0.00%
555??07	Transit Capital	100,000	0	0	100,000	0.00%
<b>TOTAL CAPITAL EXPENDITURES</b>		<b>5,551,505</b>	<b>9,529</b>	<b>620,794</b>	<b>4,930,711</b>	<b>11.18%</b>
<b>FUND BALANCE (CAPITAL)</b>		<b>-16200.00</b>	<b>(9,529)</b>	<b>(620,794)</b>		
<b>FUND BALANCE (CAPTIAL &amp; OPERATING)</b>		<b>-10,200.00</b>	<b>183,484</b>	<b>997,410</b>		

California State Treasurer  
**Fiona Ma, CPA**



Local Agency Investment Fund  
P.O. Box 942809  
Sacramento, CA 94209-0001  
(916) 653-3001

December 18, 2019

[LAIF Home](#)  
[PMIA Average Monthly Yields](#)

LIVERMORE/AMADOR VALLEY TRANSIT  
AUTHORITY  
GENERAL MANAGER  
1362 RUTAN COURT, SUITE 100  
LIVERMORE, CA 94550

[Tran Type Definitions](#)

**Account Number:** 80-01-002

November 2019 Statement

**Account Summary**

Total Deposit:	0.00	Beginning Balance:	5,868,819.73
Total Withdrawal:	0.00	Ending Balance:	5,868,819.73



REPORT.: Dec 11 19 Wednesday  
RUN....: Dec 11 19 Time: 10:30  
Run By.: Daniel Zepeda

LAVTA  
Month End Cash Disbursements Report  
Report for 11-19 BANK ACCOUNT 105

PAGE: 001  
ID #: PY-CD  
CTL.: WHE

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
11-19	H9833	11/18/19	TAX07 (ASMA SYEDA)		150.03	.00	150.03	TAX07, PARATAXI REIMBURSE
	H9834	11/18/19	TAX32 (SUE TSANG)		19.70	.00	19.70	TAX32, PARATAXI REIMBURSE
	H9835	11/18/19	TX217 (SHIRLEY FARRELL-COWLES)		30.60	.00	30.60	TX217, PARATAXI REIMBURSE
	H9836	11/18/19	TX217 (SHIRLEY FARRELL-COWLES)		30.60	.00	30.60	TX217, PARATAXI REIMBURSE
	H9837	11/18/19	TAX07 (ASMA SYEDA)		12.75	.00	12.75	TAX07, PARATAXI REIMBURSE
	H9838	11/18/19	TAX14 (KAREN ADAMS)		110.29	.00	110.29	TAX14, PARATAXI REIMBURSE
	H9839	11/01/19	VOID (Voided Check)		.00	.00	.00	BAN03, JULY-19 BOW CC STA
	H9840	11/01/19	VOID (Voided Check)		.00	.00	.00	BAN03, AUG-19 BOW CC STAT
	H9841	11/07/19	DIR02 (DIRECT DEPOSIT OF PAYROLL CH		42,897.22	.00	42,897.22	DIR02, PR DIRECT DEPOSIT
	H9842	11/07/19	EMP01 (EMPLOYMENT DEVEL DEPT)		2,879.84	.00	2,879.84	EMP01, STATE TAX 10/19-11
	H9843	11/07/19	EFT01 (ELECTRONIC FUND TRNFERS)		7,930.90	.00	7,930.90	EFT01, FEDERAL TAXES 10/1
	H9844	11/07/19	PER04 (CALPERS RETIREMENT SYSTEM)		2,124.30	.00	2,124.30	PER04, 10/19-11/19 PERS
	H9845	11/08/19	PER01 (PERS )		3,650.79	.00	3,650.79	PER01, 10/19-11/19 PERS
	H9846	11/08/19	PER01 (PERS )		3,376.13	.00	3,376.13	PER01, PERS NEW CONTRIBUT
	H9847	11/08/19	STE04 (JONATHAN STEKETEE)		304.00	.00	304.00	STE04, 2019 CALACT AUTONM
	H9848	11/15/19	CAL15 (CALTRONICS BUSINESS SYS)		294.47	.00	294.47	CAL15, 2889115, BIZHUB 9/
	H9849	11/15/19	STA13 (STAPLES CREDIT PLAN)		680.58	.00	680.58	STA13, OCT-19 CC STATEMEN
	H9850	11/15/19	STA01 (STATE COMPENSATION FUND)		32.86	.00	32.86	STA01, 2019 SRCHR01, 2019
	H9851	11/06/19	STA01 (STATE COMPENSATION FUND)		1,395.33	.00	1,395.33	STA01, NOV-19 WORKER'S CO
	H9852	11/08/19	MVT01 (MV TRANSPORTATION, INC.)		86,451.23	.00	86,451.23	MVT01, SEPT-19 FIXED ROUT
	H9853	11/15/19	MVT01 (MV TRANSPORTATION, INC.)		391,918.43	.00	391,918.43	MVT01, 104154, NOV-19 1ST
	H9854	11/08/19	MTM01 (MEDICAL TRANSPORTATION MANAG		124,540.37	.00	124,540.37	MTM01, SEPT-19 MONTHLY SE
	H9855	11/15/19	ZEP01 (DANIEL ZEPEDA)		316.32	.00	316.32	ZEP01, 2019 CALPERS CONFE
	H9856	01/15/19	STE04 (JONATHAN STEKETEE)		676.76	.00	676.76	STE04, 11-4-19, 2019 CALA
	H9857	11/15/19	STE04 (JONATHAN STEKETEE)		1,061.63	.00	1,061.63	STE04, 10/25-11/19 CALA
	H9858	11/15/19	CAP01 (CAPTURE TECHNOLOGIES INC)		300.00	.00	300.00	CAP01, 63784, DATA CIRCU
	H9859	11/08/19	PAC01 (AT&T )		184.72	.00	184.72	PAC01, ACCT #925-245-0576
	H9860	11/08/19	PAC01 (AT&T )		253.20	.00	253.20	PAC01, ACCT #925-243-9029,
	H9861	11/08/19	PAC01 (AT&T )		351.43	.00	351.43	PAC01, ACCT #436-951-0106,
	H9862	11/08/19	PAC01 (AT&T )		33.03	.00	33.03	PAC01, ACCT #232-351-6260,
	H9863	11/15/19	MVT01 (MV TRANSPORTATION, INC.)		391,918.43	.00	391,918.43	MVT01, 104155, NOV-19 2ND
	H9864	11/20/19	TAX99 (SAEED TIRMIZI)		197.44	.00	197.44	TAX99, PARATAXI REIMBURSE
	H9865	11/20/19	TAX91 (VIVIAN MARIE MILLER)		227.19	.00	227.19	TAX91, PARATAXI REIMBURSE
	H9866	11/20/19	TX232 (MARIA MIR)		16.24	.00	16.24	TX232, PARATAXI REIMBURSE
	H9867	11/15/19	TX231 (EVELYN WOOLSEY)		57.73	.00	57.73	TX231, PARATAXI REIMBURSE
	H9868	11/15/19	TX230 (SCOTT ZHANG)		15.90	.00	15.90	TX230, PARATAXI REIMBURSE
	H9869	11/21/19	EFT01 (ELECTRONIC FUND TRNFERS)		12,082.40	.00	12,082.40	EFT01, FEDERAL TAX 11/2-1
	H9870	11/21/19	EMP01 (EMPLOYMENT DEVEL DEPT)		4,107.11	.00	4,107.11	EMP01, STATE TAX 11/2-11/
	H9871	11/21/19	DIR02 (DIRECT DEPOSIT OF PAYROLL CH		53,105.38	.00	53,105.38	DIR02, PR DIRECT DEPOSIT
	H9872	11/22/19	DIR02 (DIRECT DEPOSIT OF PAYROLL CH		2,299.91	.00	2,299.91	DIR02, PR DIRECT DEPOSIT-
	H9873	11/20/19	CAL15 (CALTRONICS BUSINESS SYS)		299.39	.00	299.39	CAL15, 2909239, BIZHUB 10
	H9874	11/20/19	STA13 (STAPLES CREDIT PLAN)		961.78	.00	961.78	STA13, NOV-19 CC STATEMEN
	H9875	11/20/19	EDW01 (TAMARA EDWARDS)		115.42	.00	115.42	EDW01, NOV-19 MILEAGE REI
	H9876	11/20/19	KUL01 (KADRI KULM)		131.90	.00	131.90	KUL01, NOV-19 TRAVEL REIM
	H9877	11/20/19	SUD01 (JENNIFER SUDA)		5.12	.00	5.12	SUD01, NOV-19 EXPENSE REI
	H9878	11/15/19	AME06 (AMERICAN FIDELITY ASSURANCE		638.98	.00	638.98	AME06, OCT-19 SUPPLEMENTA
	H9879	11/15/19	AME06 (AMERICAN FIDELITY ASSURANCE		1,008.32	.00	1,008.32	AME06, NOV-19 FLEXIBLE SP
	H9880	11/15/19	MUT01 (MUTUAL OF OMAHA)		1,044.27	.00	1,044.27	MUT01, NOV-19 LIFE & LTD
	H9881	11/20/19	DEL05 (ALLIED ADMIN/DELTA DENTAL)		2,294.02	.00	2,294.02	DEL05, DEC-19 DENTAL INSU
	H9882	11/20/19	VSP01 (VSP )		542.20	.00	542.20	VSP01, NOV-19 VISION INSU
	H9883	11/20/19	MUT01 (MUTUAL OF OMAHA)		1,044.27	.00	1,044.27	MUT01, DEC-19 LTD & LIFE
	H9884	11/20/19	PER03 (CAL PUB EMP RETIRE SYSTM)		34,921.65	.00	34,921.65	PER03, DEC-19 HEALTH INSU
	H9885	11/01/19	BRO03 (KARLA SUE BROWN)		100.00	.00	100.00	BRO03, OCT-19 BOD STIPEND
	H9886	11/01/19	COO03 (BOB COOMBER)		50.00	.00	50.00	COO03, OCT-19 BOD STIPEND
	H9887	11/01/19	HAG01 (SCOTT HAGGERTY)		100.00	.00	100.00	HAG01, OCT-19 BOD STIPEND
	H9888	11/01/19	HAU01 (DAVID HAUBERT)		100.00	.00	100.00	HAU01, OCT-19 BOD STIPEND
	H9889	11/01/19	PEN01 (JERRY PENTIN)		200.00	.00	200.00	PEN01, OCT-19 BOD STIPEND
	H9890	11/01/19	WOE01 (ROBERT L. WOERNER)		200.00	.00	200.00	WOE01, OCT-19 BOD STIPEND
	H9891	11/20/19	CAP01 (CAPTURE TECHNOLOGIES INC)		10,556.00	.00	10,556.00	CAP01, 5911, ALTITEN SOFT
	H9892	11/21/19	PER04 (CALPERS RETIREMENT SYSTEM)		2,216.98	.00	2,216.98	PER04, PERS 457 CONTRIBUT
	H9893	11/21/19	PER01 (PERS )		3,717.21	.00	3,717.21	PER01, PERS RETIREMENT- C
	H9894	11/21/19	PER01 (PERS )		3,376.13	.00	3,376.13	PER01, PERS RETIREMENT- N
	H9895	11/27/19	CAL04 (CALIFORNIA WATER SERVICE)		480.58	.00	480.58	CAL04, 4616555555, TC IRR
	H9896	11/27/19	CAL04 (CALIFORNIA WATER SERVICE)		41.30	.00	41.30	CAL04, 3616555555, TC WAT
	H9897	11/27/19	CAL04 (CALIFORNIA WATER SERVICE)		68.84	.00	68.84	CAL04, 5755555555, CONTRA
	H9898	11/27/19	CAL04 (CALIFORNIA WATER SERVICE)		68.84	.00	68.84	CAL04, 4755555555, MOA FI
	H9899	11/27/19	CAL04 (CALIFORNIA WATER SERVICE)		51.63	.00	51.63	CAL04, 2575555555, TC FIR
	H9900	11/27/19	CAL04 (CALIFORNIA WATER SERVICE)		923.85	.00	923.85	CAL04, 0198655555, BUS WA
	H9901	11/27/19	CAL04 (CALIFORNIA WATER SERVICE)		1,243.82	.00	1,243.82	CAL04, 9098655555, MOA WA
	H9902	11/27/19	PAC02 (PACIFIC GAS AND ELECTRIC)		153.62	.00	153.62	PAC02, 7649646868-7, DOOL
	H9903	11/27/19	PAC02 (PACIFIC GAS AND ELECTRIC)		389.45	.00	389.45	PAC02, 9007202117-4, MOA
	H9904	11/27/19	PAC02 (PACIFIC GAS AND ELECTRIC)		1,273.22	.00	1,273.22	PAC02, 7264840356-5, BUS
	H9905	11/27/19	PAC02 (PACIFIC GAS AND ELECTRIC)		1,558.11	.00	1,558.11	PAC02, 6062256368-6, ATLA
	H9906	11/27/19	PAC02 (PACIFIC GAS AND ELECTRIC)		7,633.13	.00	7,633.13	PAC02, 5809326332-3, MOA
	H9907	11/01/19	MER01 (MERCHANT SERVICES)		82.65	.00	82.65	MER01, OCT-19 TRANSIT CEN
	H9908	11/01/19	MER01 (MERCHANT SERVICES)		111.75	.00	111.75	MER01, OCT-19 MOA CC FEES
	H9909	11/27/19	CIT07 (CITY OF LIVERMORE - WATER)		162.93	.00	162.93	CIT07, 139388-00, BUS WAS
	H9910	11/27/19	CIT07 (CITY OF LIVERMORE - WATER)		41.10	.00	41.10	CIT07, 138431-00, ATLANTI
	021656	11/18/19	ADV03 (ADVOCACY MARKETING LLC)		32,500.00	.00	32,500.00	Automatic Generated Check
	021657	11/18/19	ATT02 (AT&T )		396.19	.00	396.19	Automatic Generated Check
	021658	11/18/19	AVI01 (AMADOR VALLEY INDUSTRIES)		424.97	.00	424.97	Automatic Generated Check
	021659	11/18/19	BAY09 (BAY WIDE GLASS, INC.)		4,528.58	.00	4,528.58	Automatic Generated Check
	021660	11/18/19	CAL13 (CALIFORNIA TRANSIT)		279.68	.00	279.68	Automatic Generated Check
	021661	11/18/19	CDW01 (CDW-G GOVERNMENT, INC)		6,650.00	.00	6,650.00	Automatic Generated Check
	021662	11/18/19	CEL01 (CELTIS VENTURES INC)		2,354.25	.00	2,354.25	Automatic Generated Check
	021663	11/18/19	DIR01 (DIRECT TV)		14.00	.00	14.00	Automatic Generated Check
	021664	11/18/19	EME01 (EMERALD LANDSCAPE CO INC)		2,022.00	.00	2,022.00	Automatic Generated Check
	021665	11/18/19	GFO01 (GOVERNMENT FINANCE)		160.00	.00	160.00	Automatic Generated Check
	021666	11/18/19	HAN01 (HANSON BRIDGETT MARCUS)		18,975.50	.00	18,975.50	Automatic Generated Check
	021667	11/18/19	INT03 (INTERNATL EFFECTIVENESS)		139.82	.00	139.82	Automatic Generated Check
	021668	11/18/19	IPC01 (IPC (USA) INC)		20,506.82	.00	20,506.82	Automatic Generated Check

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LAVTA  
Month End Cash Disbursements Report  
Report for 11-19 BANK ACCOUNT 105

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Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
11-19	021669	11/18/19	JTH01 (J. THAYER COMPANY)		273.54	.00	273.54	Automatic Generated Check
	021670	11/18/19	KKI01 (ALPHA MEDIA LLC)		5,000.00	.00	5,000.00	Automatic Generated Check
	021671	11/18/19	LIV10 (LIVERMORE SANITATION INC)		2,490.76	.00	2,490.76	Automatic Generated Check
	021672	11/18/19	LYF01 (LYFT, INC)		4,202.46	.00	4,202.46	Automatic Generated Check
	021673	11/18/19	OFF01 (OFFICE DEPOT)		64.28	.00	64.28	Automatic Generated Check
	021674	11/18/19	PAC11 (PACIFIC ENVIROMENTAL SERV)		240.00	.00	240.00	Automatic Generated Check
	021675	11/18/19	PAC16 (PACIFIC COAST TRANE)		488.80	.00	488.80	Automatic Generated Check
	021676	11/18/19	SCF01 (SC FUELS)		20,615.08	.00	20,615.08	Automatic Generated Check
	021677	11/18/19	SHA02 (SHAMROCK OFFICE SOLUTIONS)		33.35	.00	33.35	Automatic Generated Check
	021678	11/18/19	SOL01 (SOLUTIONS FOR TRANSIT)		2,083.33	.00	2,083.33	Automatic Generated Check
	021679	11/18/19	TEL01 (TPx COMMUNICATIONS)		2,178.67	.00	2,178.67	Automatic Generated Check
	021680	11/18/19	TES01 (TEST AMERICA LABORATORIES IN		265.00	.00	265.00	Automatic Generated Check
	021681	11/18/19	TPG01 (THE PARKS GROUP)		286.53	.00	286.53	Automatic Generated Check
	021682	11/18/19	TX133 (SAROJA IYER)		200.00	.00	200.00	Automatic Generated Check
	021683	11/18/19	TX156 (YVONNE BRETOI)		137.70	.00	137.70	Automatic Generated Check
	021684	11/18/19	TX192 (PATRICIA LOVELOCK)		35.70	.00	35.70	Automatic Generated Check
	021685	11/18/19	TX202 (KEITH WONG)		30.60	.00	30.60	Automatic Generated Check
	021686	11/18/19	TX220 (CYNTHIA TAYLOR)		121.81	.00	121.81	Automatic Generated Check
	021687	11/18/19	TX227 (FATEMA NURUDDIN)		106.99	.00	106.99	Automatic Generated Check
	021688	11/18/19	TX228 (DEBORAH BUTLER)		167.05	.00	167.05	Automatic Generated Check
	021689	11/27/19	ACT01 (AC TRANSIT DISTRICT)		1,223.98	.00	1,223.98	Automatic Generated Check
	021690	11/27/19	CAL02 (CALACT)		620.00	.00	620.00	Automatic Generated Check
	021691	11/27/19	CIT06 (CITY OF LIVERMORE SEWER)		368.98	.00	368.98	Automatic Generated Check
	021692	11/27/19	DEL01 (DELL MARKETING LP)		2,119.74	.00	2,119.74	Automatic Generated Check
	021693	11/27/19	FED01 (FedEx )		30.75	.00	30.75	Automatic Generated Check
	021694	11/27/19	GEN02 (GENERAL WHOLESALE ELECTRIC)		180.66	.00	180.66	Automatic Generated Check
	021695	11/27/19	KKI01 (ALPHA MEDIA LLC)		400.00	.00	400.00	Automatic Generated Check
	021696	11/27/19	MVT01 (MV TRANSPORTATION, INC.)		30,500.00	.00	30,500.00	Automatic Generated Check
	021697	11/27/19	OFF01 (OFFICE DEPOT)		263.40	.00	263.40	Automatic Generated Check
	021698	11/27/19	PLE05 (PLEASANTON, CITY OF)		5,000.00	.00	5,000.00	Automatic Generated Check
	021699	11/27/19	PRE03 (PREMIER SECURITY SOLNS CO)		570.00	.00	570.00	Automatic Generated Check
	021700	11/27/19	SCF01 (SC FUELS)		41,242.25	.00	41,242.25	Automatic Generated Check
	021701	11/27/19	TX133 (SAROJA IYER)		187.00	.00	187.00	Automatic Generated Check
	021702	11/27/19	TX229 (NAOMI WEBSTER)		102.99	.00	102.99	Automatic Generated Check
Total for Bank Account 105 ----->					1,424,726.91	.00	1,424,726.91	
Grand Total of all Bank Accounts ----->					1,424,726.91	.00	1,424,726.91	

REPORT.: Dec 11 19 Wednesday  
 RUN....: Dec 11 19 Time: 10:29  
 Run By.: Daniel Zepeda

LAVTA  
 Month End Payable Activity Report  
 Report for 11-19

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Period	Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description
11-19	ACT01 (AC TRANSIT DISTRICT)	LOC0897	11/06/19	12/06/19	A	1223.98	ACT01, LOC0897, FY20 1ST QTR RTC PROGRAM
11-19	ADV03 (ADVOCACY MARKETING LLC)	OCT-2019	11/01/19	12/01/19	A	32500.00	ADV03, OCT-19 RAIL MARKETING & ADVOCATING SE
11-19	AME06 (AMERICAN FIDELITY ASSURANCE)	FSA11-19H	11/04/19	12/04/19	A	1008.32	AME06, NOV-19 FLEXIBLE SPENDING ACCOUNT
		SUPP10-19H	11/04/19	12/04/19	A	638.98	AME06, OCT-19 SUPPLEMENTAL INSURANCE
		Vendor's Total ----->				1647.30	
11-19	ATT02 (AT&T )	13904166	11/13/19	12/13/19	A	396.19	ATT02, 13904166, PAYER #9391035694, 10/13-11
11-19	AVI01 (AMADOR VALLEY INDUSTRIES)	788781	10/31/19	11/30/19	A	424.97	AVI01, 788781, OCT-19 GARBAGE PICK UP SERVIC
11-19	BAN03 (BANKCARD CENTER)	AUG-19CORH	11/01/19	12/01/19	A	.00	BAN03, AUG-19 BOW CC STATEMENT-CORRECTIONS
		JULY-19COH	11/01/19	12/01/19	A	.00	BAN03, JULY-19 BOW CC STATEMENT-CORRECTIONS
		Vendor's Total ----->				.00	
11-19	BAY09 (BAY WIDE GLASS, INC.)	I058656	10/17/19	11/16/19	A	4528.58	BAY09, I058656, PO #7443 GLASS INSERTS-OUTLE
11-19	BRO03 (KARLA SUE BROWN)	OCT-2019H	11/01/19	12/01/19	A	100.00	BRO03, OCT-19 BOD STIPEND
11-19	CAL02 (CALACT)	2020-0152	11/20/19	12/20/19	A	620.00	CAL02, 2020-0152, FY20 MEMBERSHIP RENEWAL
11-19	CAL04 (CALIFORNIA WATER SERVICE)	198101819H	10/18/19	11/17/19	A	923.85	CAL04, 01986555555, BUS WASH 9/18-10/16/19
		257102819H	10/28/19	11/27/19	A	51.63	CAL04, 25755555555, TC FIRE 11/1-11/30/19
		361102919H	10/29/19	11/28/19	A	41.30	CAL04, 36165555555, TC WATER 10/1-10/28/19
		461102919H	10/29/19	11/28/19	A	480.58	CAL04, 46165555555, TC IRRG. 10/1-10/28/19
		475102819H	10/28/19	11/27/19	A	68.84	CAL04, 47555555555, MOA FIRE 11/1-11/30/19
		575102819H	10/28/19	11/27/19	A	68.84	CAL04, 57555555555, CONTRACTOR FIRE 11/1-11/30/19
		909101819H	10/18/19	11/17/19	A	1243.82	CAL04, 90986555555, MOA WATER 9/18-10/16/19
		Vendor's Total ----->				2878.86	
11-19	CAL13 (CALIFORNIA TRANSIT)	312019OCT	11/18/19	12/18/19	A	279.68	CAL13, 31-2019-OCT, OCT-19 INSURANCE CLAIMS
11-19	CAL15 (CALTRONICS BUSINESS SYS)	2889115H	09/16/19	10/16/19	A	294.47	CAL15, 2889115, BIZHUB 9/16-10/15/19
		2909239H	11/14/19	12/14/19	A	299.39	CAL15, 2909239, BIZHUB 10/16-11/15/19
		Vendor's Total ----->				593.86	
11-19	CAP01 (CAPTURE TECHNOLOGIES INC)	5911H	10/16/19	11/15/19	A	10556.00	CAP01, 5911, ALTIGEN SOFTWARE FY20 11/19-11/
		63784H	11/06/19	12/06/19	A	300.00	CAP01, 63784, DATA CIRCUIT CUTOVER PHONE SER
		Vendor's Total ----->				10856.00	
11-19	CDW01 (CDW-G GOVERNMENT, INC)	VRB0604	11/07/19	12/07/19	A	6650.00	CDW01, VRB0604, ADOBE CREATIVE CLOUD SUBSCRI
11-19	CEL01 (CELTIS VENTURES INC)	LAVTACDM6	11/01/19	12/01/19	A	2354.25	CEL01, LAVTACDM006, ON-CALL DESIGN & STRATEG
11-19	CIT06 (CITY OF LIVERMORE SEWER)	BW111919	11/19/19	12/19/19	A	65.70	CIT06, 138143-00, BUS WASH 10/15-11/19/19
		TC111219	11/12/19	12/12/19	A	46.07	CIT06, 133398-00, TRANSIT CENTER 10/8-11/12/
		MOA111919	11/19/19	12/19/19	A	257.21	CIT06, 133294-00, MOA SEWER 10/15-11/19/19
		Vendor's Total ----->				368.98	
11-19	CIT07 (CITY OF LIVERMORE - WATER)	388110519H	11/05/19	12/05/19	A	162.93	CIT07, 139388-00, BUS WASH 10/1-11/5/19
		431110519H	11/05/19	12/05/19	A	41.10	CIT07, 138431-00, ATLANTIS IRRG. 10/1-11/5/1
		Vendor's Total ----->				204.03	
11-19	COO03 (BOB COOMBER)	OCT-2019H	11/01/19	12/01/19	A	50.00	COO03, OCT-19 BOD STIPEND
11-19	DEL01 (DELL MARKETING LP)	352721745	11/15/19	12/15/19	A	2119.74	DEL01, 10352721745, DELL XPS 2-IN-1 (11/14/1
11-19	DEL05 (ALLIED ADMIN/DELTA DENTAL)	DEC-2019H	11/25/19	12/25/19	A	2294.02	DEL05, DEC-19 DENTAL INSURANCE
11-19	DIR01 (DIRECT TV)	887953458	11/11/19	12/11/19	A	14.00	DIR01, 36887953458, NOV-19 SERVICE

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 Month End Payable Activity Report  
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Period	Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description
11-19	DIR02 (DIRECT DEPOSIT OF PAYROLL C	20191101H	11/08/19	12/08/19	A	42897.22	DIR02, PR DIRECT DEPOSIT 10/19-11/1/19
		20191115H	11/22/19	12/22/19	A	53105.38	DIR02, PR DIRECT DEPOSIT 11/2-11/15/19
		20191122FH	11/22/19	12/22/19	A	2299.91	DIR02, PR DIRECT DEPOSIT-CHRISTY N. FINAL PA
		Vendor's Total ----->				98302.51	
11-19	EDW01 (TAMARA EDWARDS)	NOV-2019H	11/14/19	12/14/19	A	115.42	EDW01, NOV-19 MILEAGE REIMBURSE
11-19	EFT01 (ELECTRONIC FUND TRANFERS)	20191101H	11/07/19	12/07/19	A	7930.90	EFT01, FEDERAL TAXES 10/19-11/1/19
		20191115H	11/22/19	12/22/19	A	12082.40	EFT01, FEDERAL TAX 11/2-11/15/19
		Vendor's Total ----->				20013.30	
11-19	EME01 (EMERALD LANDSCAPE CO INC)	343828	10/21/19	11/20/19	A	1422.00	EME01, 343828, PO #7383 VEGETATION REMOVAL TC
		344083	10/29/19	11/28/19	A	600.00	EME01, 344083, 10/28/19 TRANSIT CENTER IRRG
		Vendor's Total ----->				2022.00	
11-19	EMP01 (EMPLOYMENT DEVEL DEPT)	20191101H	11/07/19	12/07/19	A	2879.84	EMP01, STATE TAX 10/19-11/1/19
		20191115H	11/22/19	12/22/19	A	4107.11	EMP01, STATE TAX 11/2-11/15/19
		Vendor's Total ----->				6986.95	
11-19	FED01 (FedEx )	683969246	11/15/19	12/15/19	A	30.75	FED01, 683969246, NOV-19 STATEMENT
11-19	GEN02 (GENERAL WHOLESALE ELECTRIC)	S5001079	11/06/19	12/06/19	A	180.66	GEN02, S5001079, SHELTER SUPPLIES-STONERIDGE
11-19	GFO01 (GOVERNMENT FINANCE)	144933-20	10/29/19	11/28/19	A	160.00	GFO01, 144933-20, 2020 MEMBERSHIP FEES-T. ED
11-19	HAG01 (SCOTT HAGGERTY)	OCT-2019H	11/01/19	12/01/19	A	100.00	HAG01, OCT-19 BOD STIPEND
11-19	HAN01 (HANSON BRIDGETT MARCUS)	1251417	10/31/19	11/30/19	A	2206.50	HAN01, 1251417, SEPT-19 CONTRACT LEGAL FEES
		1251418	10/31/19	11/30/19	A	3978.00	HAN01, 1251418, OCT-19 ADMIN LEGAL FEES
		1251419	10/31/19	11/30/19	A	12791.00	HAN01, 1251419, OCT-19 RAIL LEGAL FEES
		Vendor's Total ----->				18975.50	
11-19	HAU01 (DAVID HAUBERT)	OCT-2019H	11/01/19	12/01/19	A	100.00	HAU01, OCT-19 BOD STIPEND
11-19	INT03 (INTERNATL EFFECTIVENESS)	40382	10/29/19	11/28/19	A	139.82	INT03, 40382, PO #7477 10/29 TRANSLATE-GO SA
11-19	IPC01 (IPC (USA) INC)	236718146	10/24/19	11/23/19	A	20506.82	IPC01, 236718146, 10/24/19 FUEL DELIVERY
11-19	JTH01 (J. THAYER COMPANY)	1404358-0	10/30/19	11/29/19	A	273.54	JTH01, 1404358-0, 10/30/19 PRINTING PAPER
11-19	KKI01 (ALPHA MEDIA LLC)	414143-4	10/31/19	11/30/19	A	5000.00	KKI01, 414143-4, 10/7-10/27/19 RADIO ADS
		444153-1	11/17/19	12/17/19	A	400.00	KKI01, 444153-1, TALENT FEE 11/11-11/17/19
		Vendor's Total ----->				5400.00	
11-19	KUL01 (KADRI KULM)	NOV-2019H	11/20/19	12/20/19	A	131.90	KUL01, NOV-19 TRAVEL REIMBURSE
11-19	LIV10 (LIVERMORE SANITATION INC)	1190663	10/31/19	11/30/19	A	2490.76	LIV10, 1190663, OCT-19 GARBAGE SERVICE
11-19	LYF01 (LYFT, INC)	43626	10/31/19	11/30/19	A	4202.46	LYF01, 43626, OCT-19 CODE: GODUBLIN
11-19	MER01 (MERCHANT SERVICES)	TC103119H	10/31/19	11/30/19	A	82.65	MER01, OCT-19 TRANSIT CENTER CC FEES
		MOA103119H	10/31/19	11/30/19	A	111.75	MER01, OCT-19 MOA CC FEES
		Vendor's Total ----->				194.40	
11-19	MTM01 (MEDICAL TRANSPORTATION MANASEPT-2019H	10/03/19	11/02/19	A	124540.37	MTM01, SEPT-19 MONTHLY SERVICE	
11-19	MUT01 (MUTUAL OF OMAHA)	DEC-2019H	11/11/19	12/11/19	A	1044.27	MUT01, DEC-19 LTD & LIFE INSURANCE
		NOV-2019H	10/16/19	11/15/19	A	1044.27	MUT01, NOV-19 LIFE & LTD INSURANCE
		Vendor's Total ----->				2088.54	
11-19	MVT01 (MV TRANSPORTATION, INC.)	104154H	11/03/19	12/03/19	A	391918.43	MVT01, 104154, NOV-19 1ST INSTALL PAYMENT

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11-19	MVT01 (MV TRANSPORTATION, INC.)	104155H	11/03/19	12/03/19	A	391918.43	MVT01, 104155, NOV-19 2ND INSTALL PAYMENT
		SEPT-2019H	10/10/19	11/09/19	A	86451.23	MVT01, SEPT-19 FIXED ROUTE MONTHLY SERVICE
		SQSI-FY19	11/27/19	12/27/19	A	30500.00	MVT01, FY2019 SQSI PAYMENT
		Vendor's Total ----->				900788.09	
11-19	OFF01 (OFFICE DEPOT)	579732001	10/01/19	10/31/19	A	32.70	OFF01, 384579732001, 10/1/19 OFFICE SUPPLIES
		580014001	10/03/19	11/02/19	A	31.58	OFF01, 384580014001, 10/3/19 OFFICE SUPPLIES
		774325001	11/11/19	12/11/19	A	263.40	OFF01, 400774325001, OFFICE SUPPLIES 11/8/19
		Vendor's Total ----->				327.68	
11-19	PAC01 (AT&T )	ATT 10/19H	10/13/19	11/12/19	A	184.72	PAC01, ACCT #925-245-0576, 10/13-11/12/19
		ATT100719H	10/07/19	11/06/19	A	33.03	PAC01,ACCT #232-351-6260,CONTRACTOR FIRE 10/
		ATT101119H	10/11/19	11/10/19	A	351.43	PAC01,ACCT #436-951-0106, ATLANTIS T1 10/11-
		ATT101319H	10/13/19	11/12/19	A	253.20	PAC01,ACCT #925-243-9029,ATLANTIS ALRM 10/13
		Vendor's Total ----->				822.38	
11-19	PAC02 (PACIFIC GAS AND ELECTRIC)	580110619H	11/06/19	12/06/19	A	7633.13	PAC02, 5809326332-3, MOA ELECTRIC 10/2-10/30
		606110419H	11/04/19	12/04/19	A	1558.11	PAC02, 6062256368-6, ATLANTIS 9/30-10/28/19
		726102819H	10/28/19	11/27/19	A	1273.22	PAC02, 7264840356-5, BUS STOPS 9/23-10/21/19
		764101819H	10/18/19	11/17/19	A	153.62	PAC02, 7649646868-7, DOOLAN TWR 9/13-10/13/1
		900101519H	10/15/19	11/14/19	A	389.45	PAC02, 9007202117-4, MOA GAS 9/14-10/14/19
		Vendor's Total ----->				11007.53	
11-19	PAC11 (PACIFIC ENVIROMENTAL SERV)	1757	11/04/19	12/04/19	A	120.00	PAC11, 1757, OCT-19 RUTAN MONTHLY SERVICE
		1758	11/04/19	12/04/19	A	120.00	PAC11, 1758, OCT-19 ATLANTIS MONTHLY SERVICE
		Vendor's Total ----->				240.00	
11-19	PAC16 (PACIFIC COAST TRANE)	S99011	10/18/19	11/17/19	A	488.80	PAC16, S99011, WIRELESS NETWORK-HARD REST 10
11-19	PEN01 (JERRY PENTIN)	OCT-2019H	11/01/19	12/01/19	A	200.00	PEN01, OCT-19 BOD STIPEND
11-19	PER01 (PERS )	20191101CH	11/08/19	12/08/19	A	3650.79	PER01, 10/19-11/1/19 PERS RETIREMENT CLASSIC
		20191101NH	11/08/19	12/08/19	A	3376.13	PER01, PERS NEW CONTRIBUTIONS 10/19-11/1/19
		20191115CH	11/20/19	12/20/19	A	3717.21	PER01, PERS RETIREMENT- CLASSIC 11/2-11/15/1
		20191115NH	11/20/19	12/20/19	A	3376.13	PER01, PERS RETIREMENT- NEW 11/2-11/15/19
		Vendor's Total ----->				14120.26	
11-19	PER03 (CAL PUB EMP RETIRE SYSTM)	DEC-2019H	11/14/19	12/14/19	A	34921.65	PER03, DEC-19 HEALTH INSURANCE
11-19	PER04 (CALPERS RETIREMENT SYSTEM)	20191101H	11/08/19	12/08/19	A	2124.30	PER04, 10/19-11/1/19 PERS 457 CONTRIBUTION
		20191115H	11/21/19	12/21/19	A	2216.98	PER04, PERS 457 CONTRIBUTIONS 11/2-11/15/19
		Vendor's Total ----->				4341.28	
11-19	PLE05 (PLEASANTON, CITY OF)	1696	11/12/19	12/12/19	A	5000.00	PLE05, 1696, CONCRETE PAD INSTALL-KAISER/SPR
11-19	PRE03 (PREMIER SECURITY SOLNS CO)	1910-386	10/28/19	11/27/19	A	570.00	PRE03, 1910-386, NEW LTE WIRELESS COMMUNICAT
11-19	SCF01 (SC FUELS)	4120192	10/31/19	11/30/19	A	20615.08	SCF01, 4120192, 10/31/19 FUEL DELIVERY
		4127938	11/07/19	12/07/19	A	20873.84	SCF01, 4127938, 11/7/19 FUEL DELIVERY
		4134818	11/13/19	12/13/19	A	20368.41	SCF01, 4134818, FUEL DELIVERY 11/13/19
		Vendor's Total ----->				61857.33	
11-19	SHA02 (SHAMROCK OFFICE SOLUTIONS)	436185	10/23/19	11/22/19	A	33.35	SHA02, 436185, 9/30-10/29/19 FRONT DESK PRIN
11-19	SOL01 (SOLUTIONS FOR TRANSIT)	19-1105LA	11/05/19	12/05/19	A	2083.33	SOL01, 19-1105LAVTA, OCT-19 CLIPPER ANALYSIS
11-19	STA01 (STATE COMPENSATION FUND)	NOV-2019H	10/29/19	11/28/19	A	1395.33	STA01, NOV-19 WORKER'S COMP PREMIUM
		2019SRCHRH	10/23/19	11/22/19	A	32.86	STA01, 2019 SRCHR01, 2019 WORKERS COMP SURCH
		Vendor's Total ----->				1428.19	
11-19	STA13 (STAPLES CREDIT PLAN)	NOV-2019H	11/08/19	12/08/19	A	961.78	STA13, NOV-19 CC STATEMENT
		OCT-2019H	11/08/19	12/08/19	A	680.58	STA13, OCT-19 CC STATEMENT
		Vendor's Total ----->				1642.36	

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Period	Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description
11-19	STE04 (JONATHAN STEKETEE)	11-4-19H	11/04/19	12/04/19	A	676.76	STE04, 11-4-19, 2019 CALACT REIMBURSE-CHECK
		1025-1101H	11/04/19	12/04/19	A	1061.63	STE04, 10/25-11/1/19 CALACT CONFERENCE REIMB
		11-12-19PH	10/18/19	11/17/19	A	304.00	STE04, 2019 CALACT AUTONMN CONFERENCE PER DI
		Vendor's Total ----->				2042.39	
11-19	SUD01 (JENNIFER SUDA)	NOV-2019H	11/20/19	12/20/19	A	5.12	SUD01, NOV-19 EXPENSE REIMBURSE
11-19	TAX07 (ASMA SYEDA)	10-30-19H	11/18/19	12/18/19	A	12.75	TAX07, PARATAXI REIMBURSE 10/30/19
		0921-1020H	11/18/19	12/18/19	A	150.03	TAX07, PARATAXI REIMBURSE 9/21-10/20/19
		Vendor's Total ----->				162.78	
11-19	TAX14 (KAREN ADAMS)	1018-1107H	11/18/19	12/18/19	A	110.29	TAX14, PARATAXI REIMBURSE 10/18-11/7/19
11-19	TAX32 (SUE TSANG)	0730&0822H	11/18/19	12/18/19	A	19.70	TAX32, PARATAXI REIMBURSE CORRECTION 7/30 &
11-19	TAX91 (VIVIAN MARIE MILLER)	0914-1111H	11/20/19	12/20/19	A	227.19	TAX91, PARATAXI REIMBURSE 09/14-11/11/19
11-19	TAX99 (SAEED TIRMIZI)	0930-1024H	11/20/19	12/20/19	A	197.44	TAX99, PARATAXI REIMBURSE 9/30-10/24/19
11-19	TEL01 (TPx COMMUNICATIONS)	122577889	10/31/19	11/30/19	A	2178.67	TEL01, 122577889-0, 11/1-11/30/19 SERVICE
11-19	TES01 (TEST AMERICA LABORATORIES I720008709	09/30/19	10/30/19	10/30/19	A	265.00	TES01, 7200008709, 9/16/19 RUTAN WATER TESTI
11-19	TPG01 (THE PARKS GROUP)	60743	10/29/19	11/28/19	A	286.53	TPG01, 60743, GFI CODES & FAREBUSTER STICKER
11-19	TX133 (SAROJA IYER)	1001-1031	11/18/19	12/18/19	A	200.00	TX133, PARATAXI REIMBURSE 10/1-10/31/19
		1101-1116	11/20/19	12/20/19	A	187.00	TX133, PARATAXI REIMBURSE 11/1-11/16/19
		Vendor's Total ----->				387.00	
11-19	TX156 (YVONNE BRETOI)	1001-1031	11/18/19	12/18/19	A	137.70	TX156, PARATAXI REIMBURSE 10/1-10/31/19
11-19	TX192 (PATRICIA LOVELOCK)	0818-1018	11/18/19	12/18/19	A	35.70	TX192, PARATAXI REIMBURSE 8/18-10/18/19
11-19	TX202 (KEITH WONG)	11-4-19	11/18/19	12/18/19	A	30.60	TX202, PARATAXI REIMBURSE 11/4/19
11-19	TX217 (SHIRLEY FARRELL-COWLES)	11-6-19H	11/18/19	12/18/19	A	30.60	TX217, PARATAXI REIMBURSE 11/6/19
		10-29-19H	11/18/19	12/18/19	A	30.60	TX217, PARATAXI REIMBURSE 10/29/19
		Vendor's Total ----->				61.20	
11-19	TX220 (CYNTHIA TAYLOR)	1018-1029	11/18/19	12/18/19	A	121.81	TX220, PARATAXI REIMBURSE 10/18-10/29/19
11-19	TX227 (FATEMA NURUDDIN)	1025-1101	11/18/19	12/18/19	A	106.99	TX227, PARATAXI REIMBURSE 10/25-11/1/19
11-19	TX228 (DEBORAH BUTLER)	0303-1101	11/18/19	12/18/19	A	167.05	TX228, PARATAXI REIMBURSE 3/3-11/1/19
11-19	TX229 (NAOMI WEBSTER)	1014-1110	11/20/19	12/20/19	A	102.99	TX229, PARATAXI REIMBURSE 10/14-11/10/19
11-19	TX230 (SCOTT ZHANG)	1014-1031H	11/20/19	12/20/19	A	15.90	TX230, PARATAXI REIMBURSE 10/14-10/31/19
11-19	TX231 (EVELYN WOOLSEY)	1011-1108H	11/20/19	12/20/19	A	57.73	TX231, PARATAXI REIMBURSE 10/11-11/08/19
11-19	TX232 (MARIA MIR)	10-24-19H	11/20/19	12/20/19	A	16.24	TX232, PARATAXI REIMBURSE 10/24/19
11-19	VSP01 (VSP )	NOV-2019H	10/19/19	11/18/19	A	542.20	VSP01, NOV-19 VISION INSURANCE
11-19	WOE01 (ROBERT L. WOERNER)	OCT-2019H	11/01/19	12/01/19	A	200.00	WOE01, OCT-19 BOD STIPEND
11-19	ZEP01 (DANIEL ZEPEDA)	102819PERH	11/15/19	12/15/19	A	316.32	ZEP01, 2019 CALPERS CONFERENCE PER DIEM & MI

Total of Purchases -> 1424726.91  
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## **AGENDA**

### **ITEM 5**

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY

STAFF REPORT

SUBJECT: Contract Award for Transit Signal Priority Upgrade and Expansion Project  
#2019-04

FROM: Jennifer Yeamans, Senior Grants & Management Specialist

DATE: January 6, 2020

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**Action Requested**

Staff requests that the Board of Directors approve Resolution 01-2020 (Attachment 1), authorizing the award of an Agreement between LAVTA and DC Electric Group, Inc., to perform field installations of agency-furnished equipment to upgrade and expand the existing Transit Signal Priority (TSP) system that is currently operating under the Rapid Bus Transit service in the Cities of Dublin, Pleasanton, and Livermore, and that the Board authorize the LAVTA Executive Director to finalize all details and execute said Agreement between LAVTA and DC Electric Group, Inc.

**Background**

In August 2016, LAVTA implemented changes to the original Rapid route based on the results of the Comprehensive Operational Analysis (COA) in 2016. The COA brought a realigned route 30R to Dublin and Livermore and new Rapid service to Pleasanton with the 10R. The original Rapid project implemented in 2010 included deployment of an optical infrared-based Transit Signal Priority (TSP) system to reduce delay and travel times on the new premium Rapid service in hopes of increasing reliability and attracting new riders to the system.

In September 2017, LAVTA approved a Memorandum of Understanding with the City of Dublin (Attachment 2) for use of \$1.14 million in Tri-Valley Transportation Council (TVTC) funds for the Transit Signal Priority (TSP) Upgrade and Expansion project approved by TVTC in July 2017 (Attachment 3). The City of Dublin is a signatory agency to TVTC and as such is the project sponsor for the project (as described in Attachment 4), also known as Express Bus Phase 2, and LAVTA serves as Lead Agency.

In addition to providing more reliable performance and lower maintenance requirements than the existing optical system, the GPS-based system will also provide improved accuracy of queue-jump signal requests and reporting of TSP utilization and its impacts on on-time performance of LAVTA's two Rapid routes, which together carry about 55% of LAVTA's fixed-route ridership. Networked GPS software will only turn the TSP "on" when the buses run three or more minutes behind their published schedule, but keep the TSP "off" when the buses are on-time. The new technology will be installed in parallel to the legacy infrared technology LAVTA currently uses for TSP and which is also utilized for Emergency Vehicle Priority (EVP) systems in Livermore,



Dublin, and Pleasanton. The legacy technology was furnished by Opticom, which is now owned by Global Traffic Technologies (GTT). Similar GPS-based TSP systems have been deployed in the Bay Area by SFMTA and AC Transit with near-immediate improvements in operating performance reported.

In October 2017, LAVTA's Board of Directors authorized the Executive Director to execute a task-order contract with Kimley-Horn and Associates, Inc. to perform project management, design, and construction management services for the TSP Upgrade Project pursuant to the terms of LAVTA's existing on-call engineering services contract (RFP #2016-14). This work included data collection and field reviews, preparation of detailed installation designs, and extensive coordination with each of the cities of Livermore, Pleasanton, and Dublin, and was substantially completed in May 2019. The intersection locations included in the project are included as Attachment 5. Of the 67 total intersections included in the project, 26 are in Dublin, 33 are in Livermore, and 8 are in Pleasanton.

In July 2019, the Board of Directors authorized LAVTA to purchase from GTT the necessary GPS-based TSP equipment to be installed at all 67 intersections and on 24 Rapid buses to complete the project. Field equipment to be installed as part of this contract award include enhanced phase-selector cards in traffic-signal cabinets and mast-mounted GPS-enabled radio antennas at each intersection, as well as related support equipment and software. Installation of new TSP equipment on LAVTA's buses will be performed under the existing GTT contract later this winter/spring.

LAVTA's Procurement Policy mandates the Authority follow a competitive procurement process for award of major contracts. On October 24, 2019, LAVTA released an Invitation for Bids (IFB) for the LAVTA Transit Signal Priority Upgrade and Expansion Project #2019-04, for qualified contractors to bid on the project plans and specifications developed by LAVTA's project engineer. The project was posted on LAVTA's website, sent to various Bay Area and Northern California plan rooms, and advertised in both *Transit Talent* and the *East Bay Times*. An optional pre-bid conference was held at the Authority's Administrative Offices on November 7, 2019, at 10:00 a.m. Written Questions or Requests were due on November 14, 2019, at 4:00 p.m., and one Addendum was issued on November 19, 2019, with answers to questions received. Sealed bids in response to the IFB were due on December 6, 2019, at 2:00 p.m.

## Discussion

Seven bids were received prior to the deadline established in the IFB. The responding firms were:

Company Name	Location	Grand Total Amount
Econolite Systems, Inc.	Fremont, CA	\$447,552.67
DC Electric Group, Inc.	Pacheco, CA	\$455,760.00
W. Bradley Electric, Inc.	Novato, CA	\$515,085.00
Columbia Electric, Inc.	San Leandro, CA	\$626,350.00
Ray's Electric	Oakland, CA	\$640,000.00
St. Francis Electric LLC	San Leandro, CA	\$846,867.00
Tennyson Electric, Inc.	Livermore, CA	\$852,590.00

Econolite Systems, Inc., submitted the apparent lowest bid, however the bid was found by LAVTA's Legal Counsel to be non-responsive to the requirements set forth in the IFB. The second-lowest bid was submitted by DC Electric Group, Inc., and was found to be responsive and responsible by LAVTA's Legal Counsel and staff. This project is due to be completed within 120 calendar days from LAVTA's issuance of the Notice to Proceed (NTP).

### **Fiscal Impact**

A cost analysis was conducted by staff and staff has determined that the low responsive bid is both reasonable and fair. The engineer's estimate for the project was \$490,400. The project budget is \$501,336 and consists of the contract award of \$455,760 and a 10% project contingency of \$45,576. Funding for this project is identified in LAVTA's FY19-20 budget and consists of the following fund sources:

<b>Funding Source</b>	<b>Amount</b>	<b>%</b>
TVTC	\$425,872.70	85%
FTA 5307 (TPI Dublin Blvd. Project Cost Savings)	\$75,463.30	15%
<b>Total</b>	<b>\$501,336.00</b>	<b>100%</b>

### **Next Steps**

Upon execution of the agreement with DC Electric Group, Inc., LAVTA will issue the NTP.

### **Recommendation**

Staff recommends that the Board of Directors: (1) award a contract to DC Electric Group, Inc., the lowest responsive and responsible bidder for the LAVTA Transit Signal Priority Upgrade and Expansion Project #2019-04, for a total contract award of \$455,760.00; (2) authorize the Executive Director to sign the contract and issue an NTP to DC Electric Group, Inc.; and (3) approve a 10% project contingency of \$45,576.00 to be used at the discretion of the Executive Director.

### **Attachments:**

1. Resolution 01-2020
2. MOU with the City of Dublin
3. TVTC Resolution #2017-07
4. TVTC Strategic Expenditure Plan Project A-11 Description
5. Map of Project Locations

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

**RESOLUTION NO. 01-2020**

**A RESOLUTION OF THE BOARD OF DIRECTORS  
OF THE LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY  
AWARDING THE CONTRACT FOR THE TRANSIT SIGNAL PRIORITY  
UPGRADE AND EXPANSION PROJECT TO DC ELECTRIC GROUP, INC.**

WHEREAS, the Livermore Amador Valley Transit Authority (LAVTA) requires the services of a third-party contractor to perform the installation of equipment necessary to carry out the Transit Signal Priority Upgrade and Expansion Project as described in LAVTA Invitation for Bids (IFB) #2019-04; and

WHEREAS, staff released IFB #2017-04 to solicit bids for the project; and

WHEREAS, seven bids were received, six of which were deemed responsive to the requirements set forth in the IFB, and DC Electric Group, Inc., was determined to be the lowest responsive and responsible bidder based on their submitted bid in the amount of \$455,760.00; and

WHEREAS, staff recommends that the Board of Directors award the contract for the installation of equipment necessary to carry out the Transit Signal Priority Upgrade and Expansion Project to DC Electric Group, Inc., in the not-to-exceed amount of \$455,760.00;

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby awards the contract for the installation of equipment necessary to carry out the Transit Signal Priority Upgrade and Expansion Project to DC Electric Group, Inc., in the not-to-exceed amount of \$455,760.00; and

BE IT FURTHER RESOLVED that the Executive Director is authorized to execute a contract with DC Electric Group, Inc., in a form approved by LAVTA's Legal Counsel; and

BE IT FURTHER RESOLVED that the Board of Directors authorizes the Executive Director to expend a 10% contingency amount not to exceed \$45,576.00.

PASSED AND ADOPTED this 6<sup>th</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:

---

Michael Conneran, Legal Counsel

EXHIBIT 1

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DUBLIN  
AND THE LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY FOR THE  
IMPLEMENTATION OF EXPRESS BUS/RAPID BUS TRANSIT PAHSE 2 PROJECT**

This Memorandum of Understanding (MOU) is entered into as of September 5, 2017 between the City of Dublin, a municipal corporation (DUBLIN) and the Livermore Amador Valley Transit Authority, a joint powers authority (LAVTA).

RECITALS

- A. WHEREAS, DUBLIN, as one of the members of the Tri-Valley Transportation Council ("TVTC") is a signatory to the Joint Exercise of Powers Agreement pertaining to the Tri-Valley Transportation Development Fee (TVTDF) for Traffic Mitigation; and
- B. WHEREAS, DUBLIN has cooperatively participated in the development and adoption of the TVTC Strategic Expenditure Plan (SEP) and the TVTDF Funding Plan, which provide guidance for expenditure of the TVTDF on 22 projects (List A and List B); and
- C. WHEREAS, the Express Bus/BRT Phase 2 Project ("PROJECT") is one of the "List A" projects in the SEP (Project A-11); and
- D. WHEREAS, DUBLIN serves as the TVTC Project Sponsor of the PROJECT identified in the TVTC SEP 2017 Update; and
- E. WHEREAS, LAVTA is the lead agency responsible for management and implementation of the PROJECT; and
- F. WHEREAS, the PROJECT is listed in the TVTC SEP 2017 update with \$1.14 million from TVTDF in fiscal years 2016/17 and 2017/18; and
- G. WHEREAS, using TVTDF funds, LAVTA wishes to fund part of the PROJECT construction in accordance with the terms and conditions set forth herein; and
- H. WHEREAS, as a member of the TVTC, DUBLIN intends to ensure that funds set aside for PROJECT in the TVTDF Funding Plan are appropriated as expeditiously as feasible for the PROJECT;

EXHIBIT 1

- I. NOW, THEREFORE, in consideration of the promises herein, the parties agree as follows:

SECTION I

DUBLIN AGREES:

- A. To initiate a request from the TVTC for the disbursement of TVTDF funds in the amount of \$1.14 million in accordance with the TVTDF funding plan.
- B. To, upon receipt of the funds from the TVTC, pass the funds through to LAVTA, the party responsible for the management and construction of the PROJECT.

SECTION II

LAVTA AGREES:

- A. To receive TVTC pass-through funds from DUBLIN in the amount of \$1.14 million.
- B. To oversee the construction of the PROJECT, in accordance with LAVTA policy.

SECTION III

IT IS MUTUALLY AGREED:

- A. This MOU constitutes the entire agreement between the parties regarding the subject matter hereof and any oral discussions or written or oral agreements with respect thereto preceding the effective date of this MOU are superseded hereby. No amendment, alteration, or variation of the terms of the MOU shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
- B. DUBLIN and LAVTA each render their services under this MOU as independent agencies. None of the agents or employees of either shall be deemed agents or employees of the other.
- C. Any notice given under this MOU shall be in writing and shall be deemed given if delivered personally or mailed by registered or certified mail or commercial overnight courier, return receipt or confirmation of delivery requested, or by facsimile transmission with voice confirmation of receipt, the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

EXHIBIT 1

If to DUBLIN:

Obaid Khan, P.E.  
Public Works  
100 Civic Plaza, Dublin ca 94568  
[Obaid.khan@dublin.ca.gov](mailto:Obaid.khan@dublin.ca.gov)  
Fax: 925-829-9248

If to LAVTA:

Christy Wegener  
1362 Rutan Court, Suite 100  
Livermore, CA 94551  
[cwegener@lavta.org](mailto:cwegener@lavta.org)  
Fax: 925-443-1375

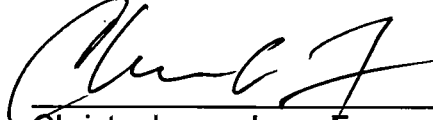
EXHIBIT 1

THIS AGREEMENT executed the date and year first above written.

LIVERMORE AMADOR VALLEY  
TRANSPORTATION AUTHORITY

\_\_\_\_\_  
Michael Tree, Executive Director

CITY OF DUBLIN

  
\_\_\_\_\_  
Christopher L. Foss, City  
Manager

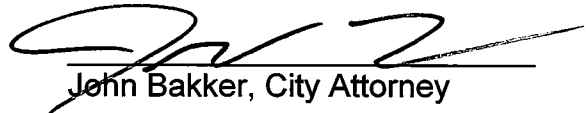
ATTEST:

  
\_\_\_\_\_  
Caroline Soto, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael Conneran  
Legal Counsel to LAVTA

APPROVED AS TO FORM:

  
\_\_\_\_\_  
John Bakker, City Attorney



THIS AGREEMENT executed the date and year first above written.

LIVERMORE AMADOR VALLEY  
TRANSPORTATION AUTHORITY



Michael Tree, Executive Director

CITY OF DUBLIN

\_\_\_\_\_  
Christopher L. Foss, City Manager

ATTEST:

\_\_\_\_\_  
Caroline Soto, City Clerk

APPROVED AS TO FORM:



Michael Conneran  
Legal Counsel to LAVTA

APPROVED AS TO FORM:

\_\_\_\_\_  
John Bakker, City Attorney

**TRI-VALLEY TRANSPORTATION COUNCIL  
RESOLUTION NO. 2017-07**

**A RESOLUTION OF THE TRI-VALLEY TRANSPORTATION COUNCIL  
APPROPRIATING \$1,140,000 IN TRI-VALLEY TRANSPORTATION  
DEVELOPMENT FEE (TVTDF) FUNDS FOR THE PURPOSES OF FUNDING  
ADVANCED TECHNOLOGY EXPRESS BUS/BRT PHASE 2**

**WHEREAS**, in 1995, the Tri-Valley Transportation Council (TVTC) adopted the "Tri-Valley Transportation Plan/Action Plan (TVTP/AP) for Routes of Regional Significance; and

**WHEREAS**, the TVTP/AP identified 11 specific transportation improvements to be given high priority for funding; and

**WHEREAS**, in 1998, the TVTC, and entered into a Joint Exercise Powers of Agreement (JEPA) to provide authority to collect a Tri-Valley Transportation Development Fee (TVTDF) to collect impact fees for the traffic mitigation to be applied to the 11 high priority projects; and

**WHEREAS**, in 1999, the TVTC prepared and approved a Strategic Expenditure Plan (SEP), which guides the expenditure of revenue collected from TVTDF; and

**WHEREAS**, the SEP identifies priorities, project sponsors, and funding for TVTDF projects; and

**WHEREAS**, in 2004, the TVTC adopted an update to the SEP that reflected an update to the regional and sub-regional transportation outlook for the Tri-Valley; and

**WHEREAS**, in 2011, the TVTC prepared and approved the 2011 TVTDF Funding Plan that provides guidance for expenditure of the TVTDF on 22 projects (List A and List B) including Express Bus/BRT Phase 2 (Project A-11); and

**WHEREAS**, in 2017, the TVTC prepared and approved an update of the 2011 SEP, and provided a funding plan for the remaining projects; and

**WHEREAS**, the 2017 update of the SEP programmed \$1.00 million in fiscal year 17/18 and \$0.140 million in fiscal year 16/17 for a total of \$1.140 million to Express Bus/BRT Phase 2 (Project A-11); and

**WHEREAS**, the City of Dublin ("Dublin") a signatory agency to the 1991 Joint Powers Agreement governing the TVTC and is the TVTC-member sponsor Agency for the purposes of administering the appropriation of TVTD Fees to the Express Bus/BRT Phase 2 Project; and

**WHEREAS**, the Livermore Amador Valley Transit Authority ("LAVTA") is the Lead Agency for the implementation of Express Bus/BRT Phase 2 Project; and

**WHEREAS**, Dublin and LAVTA will enter into a Memorandum of Understanding (2017 MOU), which outlines how the funds will flow from TVTC through the City of Dublin to LAVTA, who will be managing the Express Bus/BRT Phase 2 Project; and

**WHEREAS**, sufficient revenue in the Joint TVTDF Fee Account is available for the FY 17/18 drawdown of \$1,140,000 for the Express Bus/BRT Phase 2 Project.

**NOW THEREFORE BE IT RESOLVED THAT** the Tri-Valley Transportation Council adopts:

1. The Tri-Valley Transportation Council authorizes an appropriation from the Tri-Valley Transportation Development Fee Account for the Express Bus/BRT Phase 2 TSP Upgrade (Project No. A-11) of \$1,140,000, as programmed in the Strategic Expenditure Plan for fiscal years 2017/18 and 16/17, subject to Dublin and LAVTA's approval and execution of the 2017 MOU. Funds are to be dispersed in accordance with the TVTC Strategic Expenditure Plan.
2. Upon confirmation of Dublin and LAVTA's approval and execution of the 2017 MOU, the Tri-Valley Transportation Council authorizes the TVTC Treasurer to transmit \$1,140,000 in funds in the Tri-Valley Transportation Development Fee Account to the City of Dublin, which will, in turn, pass the funds through to the Livermore Amador Valley Transit Authority, the party responsible for the management and construction of the Express Bus/BRT Phase 2 Project.
3. The Tri-Valley Transportation Council authorizes any related action to further the intent of this Resolution.

**PASSED, APPROVED, AND ADOPTED** at the meeting of July 17, 2017 by the following votes:

**AYES:** 6 (Spedowfski, Perkins, Biddle, Stepper, Haggerty, Anderson)

**NOES:** 0

**ABSENT:** 1 (Olson)

**ABSTAIN:** 0



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Steven Spedowski, Chair  
Tri-Valley Transportation Council

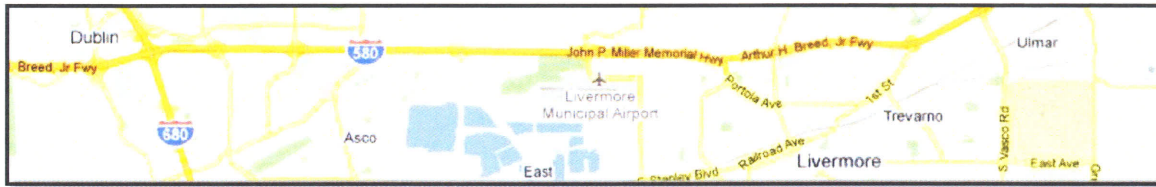
**ATTEST:**



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Debbie Bell, TVTC Administrative Staff

## A-11. EXPRESS BUS/BUS RAPID TRANSIT (BRT) – PHASE 2



### TVTC PROJECT SPONSOR

City of Dublin

### LEAD AGENCY

Livermore Amador Valley Transit Authority (LAVTA)

### OTHER INVOLVED PARTIES

City of Livermore, City of Pleasanton

### PROJECT DESCRIPTION *(UPDATED FALL 2015)*

Project A-11 is Phase 2 of the Express Bus/BRT, which consists of two phases. The express bus route associated with Phase 1 of the project has been operating since January 2011.

Phase 2 includes upgrades to and expansion of the initial Rapid Project, as well as some project refinements, updates, and maintenance/replacement of original project elements and equipment based on evaluation of the existing components and conditions at the time of funding. The transit system priorities include the following elements:

- A technologically advanced transit system
- A multi-modal transportation system that supports the local economy
- Prioritized regional transfers and connections
- Reliability and efficiency that maximizes value to taxpayers and the community

Phase 2 will consist of five key potential elements (based upon conditions at time of funding):

1. **Advanced Technology** – Design and installation of advanced technologies and road features allowing rapid transit to operate quickly and efficiently, and help to mitigate delay in dwell times, boardings, and travel times. Some of the advanced technologies and road features that LAVTA is considering for Phase 2 are: transit signal priority, enhanced stations, queue jumps, environmentally friendly coaches and advanced onboard technology, advanced fare collection systems, level boarding, dedicated travel lanes, and better integrated park and ride facilities and transit centers. Element 1 is currently budgeted at \$2 Million.
2. **North/South Express Bus/Rapid Service** – In keeping with the Alameda Countywide Transit Plan, and in order to provide a strong foundation for LAVTA's System, I-680 service expansion, North/South Express Bus/BRT service, and other Express/Rapid service options, will be explored and considered. Element 2 is currently budgeted at \$6.5 Million.
3. **Dublin Extension** – Continued study and planning will be done on how best to integrate the planned extension of Dublin Boulevard and the planned Livermore BART Extension into LAVTA's Express Bus/BRT service. Element 3 is currently budgeted at \$6.5 Million.

4. **Pleasanton Alignment** – Complete “Rapidization,” of the Livermore to Pleasanton alignment will be evaluated, with advanced technology and improved service elements planned for the south side of I-580, and possible connection to the existing Rapid service. Element 4 is currently budgeted at \$1.5 Million.
5. **Park and Ride Lots** – In working with local cities and Alameda County, LAVTA will consider improved park and ride elements to support bus, biking, and walking access in the Tri-Valley, and to improve the accessibility of transportation alternatives that would ease congestion on I-580. These options might include: construction of new lots, smart signage, improved bicycle storage, increased pedestrian accessibility and safety, enhanced multi-modal elements on coaches, and increased or revised bus service to rail stations and regional transit connections. Element 5 is currently budgeted at \$2 Million.

## STATUS

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Phase 1 is fully completed and operational, as of January 2011.

Phase 2 is in the research, design, and planning stage. In August 2016, LAVTA realigned the Express Bus/BRT Route (Route 30R) to serve Las Positas College, and transformed existing Route 10 into an Express Bus/BRT (Route 10R) operating through Pleasanton to BART. The transformation of Route 10 into Route 10R was the first step in implementation of the Phase 2 Pleasanton Alignment. LAVTA intends to implement additional items from Phase 2 (Advanced Technology) to both Routes 10R and 30R in 2017, which includes upgrading the traffic signal priority onboard the buses and at key intersections along both Rapid routes.

## PHASING AND SCHEDULE

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Costs for Phase 2 have been updated to reflect current pricing for the project elements listed above. Phase 2 Scope of work, schedule, and full funding parameters are not known at this time.

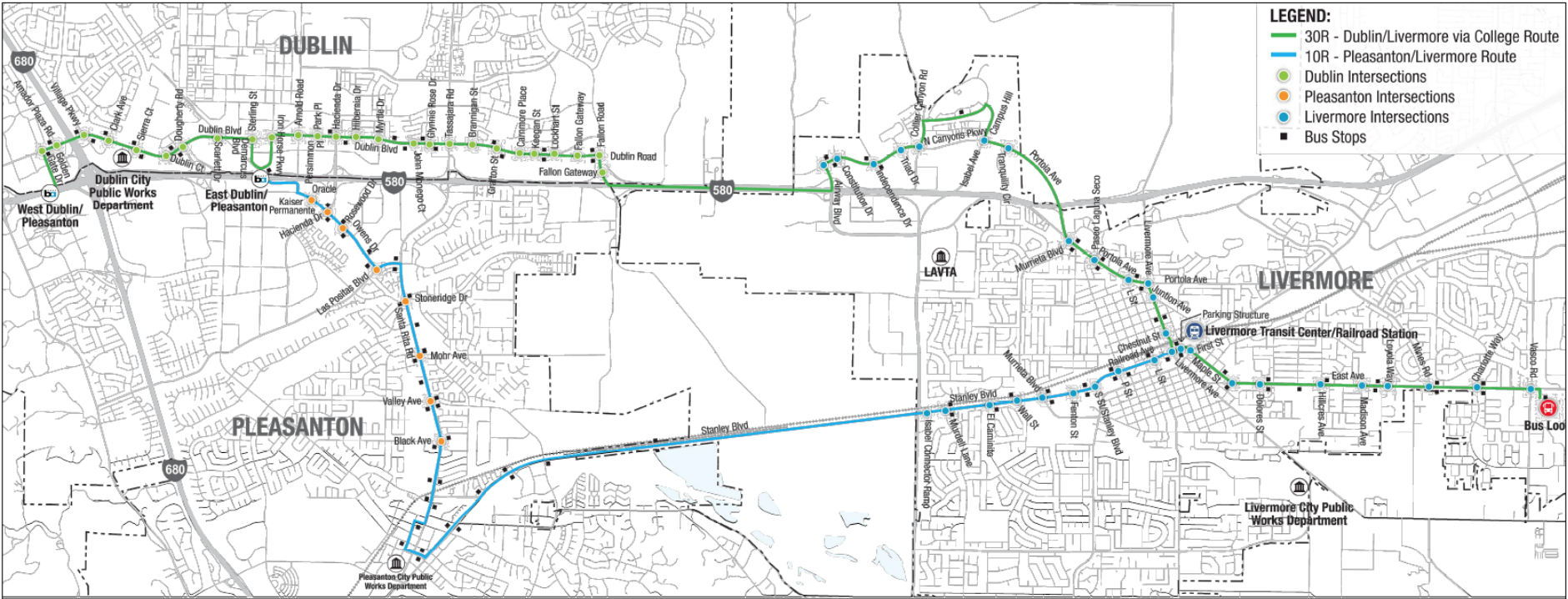
## COST ESTIMATE AND FUNDING SOURCES

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Phase 2:	
<b>Cost (Millions, 2015)</b>	<b>\$18.50</b>
Funding (Millions, 2015)	
TVTDF	\$1.14
<b>Total Funding (Millions, 2015)</b>	<b>\$1.14</b>
<b>Total Funding Shortfall (Millions, 2015)</b>	<b>\$17.36</b>



# LAVTA TSP Upgrade and Expansion Project Locations May 2019



*Locations for reference only;  
map not to scale*

# **AGENDA**

## **ITEM 6**



## 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 or 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 effect 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**

**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 in accordance with applicable laws. 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, legally protected medical condition or information, protected medical leaves, marital status, domestic partner status, military and veteran status, 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, 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 include, 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 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 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 a status protected by law.
  - (4) Sexual Favors: 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.

- (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

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.~~

~~3.2.11~~ 3.2.9 ~~Fraud in securing employment~~ Falsifying or altering Authority records, including an application for employment or timekeeping records.

~~3.2.12~~ 3.2.10 Disrespectful or discourteous conduct toward a customer or member of the public.

~~3.2.13~~ 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.

~~3.2.14~~ 3.2.12 ~~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.

~~3.2.17~~ 3.2.14 ~~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
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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.

# **AGENDA**

## **ITEM 7**



## EXECUTIVE DIRECTOR'S REPORT

January 2020

### ***Wheels Fixed Route Ridership***

Ridership in December 2019 was 141,083, up 13.5% over December 2018. Ridership for the first six months of FY20 is up 12.1% compared to the same period last year.

### ***Schaefer Ranch/Dublin School Tripper***

In October of 2019, the LAVTA Board approved revised service on Route 503 to serve Schaefer Ranch area of west Dublin. Service will begin on January 7<sup>th</sup>, the first day for the Dublin Unified School District following Winter Break.

### ***KKIQ Wayne Coy's Toy Drive***

KKIQ again chose Wheels to assist with their annual Wayne Coy's Toy Drive. To prepare for the event staff decorated a bus that served as a place to attract attention and store the toys during the event, and to deliver the toys to the Toys for Tots warehouse in Pleasanton following the toy drive. More than 500 toys and \$7,000 in cash donations were received.



### ***Schedule Changes for BART***

On Monday, February 10<sup>th</sup> BART is making some minor schedule adjustments, with weekday trains departing two minutes earlier than at present. BART's arrival times remain unchanged. As a result, in order to maintain an adequate transfer window for our customers transferring to and from BART, we will be adjusting the schedules on Wheels routes serving the BART station.

### ***LAVTA Welcomes Jas***

Jas Barring joined the LAVTA Marketing team as our Marketing Communications Specialist, replacing Christy Navarro who took a job closer to home in Modesto. Jas was previously the Marketing Coordinator with D.R. Horton homebuilders in Pleasanton.



### ***Shared Autonomous Vehicle Project Update***

LAVTA received the much anticipated authorization letter from the National Highway Traffic Safety Administration (NHTSA). Final preparations are being made to begin testing in February, including the trimming of foliage in the project area, placement of signage, final meetings with Dublin Police and Fire to acquaint them with the project and vehicle, finally digital mapping of the test routes and final approval of the scope of work by BAAQMD.



### ***Governor's Historic Preservation Award***

The Livermore Railroad Depot relocation and rehabilitation project was recently named as one of the five recipients of the 2019 Governor's Historic Preservation Award. The award recognizes "meaningful achievements in historic preservation through increased public awareness, appreciation, and support historic preservation throughout the state". The award will be presented on January 22<sup>nd</sup> in Sacramento. A link to an article about the award can be found at <https://www.pleasantonweekly.com/news/2019/12/31/state-recognizes-livermore-depot-renovations>



### **Attachments:**

1. FY20 Upcoming Items

## LAVTA COMMITTEE ITEMS - January 2020 - May 2020

### Finance & Administration Committee

#### January

	Action	Info
Minutes	X	
Treasurers Report	X	
2020 Legislative Program	X	

#### February

	Action	Info
Minutes	X	
Treasurers Report	X	

#### March

	Action	Info
Minutes	X	
Treasurers Report	X	

#### April

	Action	Info
Minutes	X	
Treasurers Report	X	
Funding Resolutions - TDA, STA, RM2, Measure B	X	

#### May

	Action	Info
Minutes	X	
Treasurers Report	X	
Prelim Budget	X	
FTA Triennial Review (last in '18)	X	

## LAVTA COMMITTEE ITEMS - January 2020 - May 2020

### Projects & Services Committee

#### January

	Action	Info
Minutes	X	
SAV Updates		X

#### February

	Action	Info
Minutes	X	
Quarterly Operations Report		X
SAV Updates		X

#### March

	Action	Info
Minutes	X	
SAV Updates		X

#### April

	Action	Info
Minutes	X	
Draft Fall Service Changes	X	
Alameda County Fair Service	X	
SAV Updates		X

#### May

	Action	Info
Minutes	X	
Fall Service Changes (effective August)	X	
Quarterly Operations		X
SAV Updates		X