

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY

STAFF REPORT

SUBJECT: Treasurer's Report for September 2025

FROM: Tamara Edwards, Director of Finance

DATE: November 3, 2025

Action Requested

Review and approve the LAVTA Treasurer's Report for September 2025.

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 September 1, 2025	\$2,416,780.43
Payments made	\$1,883,847.91
Deposits made	\$16,040,371.08
Transfer from Farebox Account	\$200,000.00
Ending balance September 30, 2025	\$16,773,303.60

Farebox account activity (106):

Beginning balance September 1, 2025	\$184,004.25
Deposits made	\$30,687.93
Transfer to General Checking	\$200,000
Ending balance September 30, 2025	\$14,692.18

LAIF investment account activity (135):

Beginning balance September 1, 2025	\$19,404,095.40
Ending balance September 30, 2025	\$19,404,095.40

Operating Expenditures and Revenues Summary:

As this is the third 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 25%. The agency is at 23.81% overall.

Operating Revenues Summary:

While expenses are at 23.81% revenues are at 59%. However, this is normal for the start of the year and the agency has a healthy cash flow and reserve balance.

Contracts Executed in September by the Executive Director between \$50,000 and \$100,000.

None.

Recommendation

The Finance and Administration Committee recommend that the Board of Directors approve the September 2025 Treasurer's Report.

Attachments:

1. September 2025 Treasurer's Report

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
BALANCE SHEET
FOR THE PERIOD ENDING:
September 30, 2025

ASSETS:

101 PETTY CASH	200	
102 TICKET SALES CHANGE	240	
105 CASH - GENERAL CHECKING	16,773,304	
106 CASH - FIXED ROUTE ACCOUNT	14,692	
107 Clipper Cash	835,066	
109 BOC	46	
120 ACCOUNTS RECEIVABLE	(1,961,585)	
135 INVESTMENTS - LAIF	19,404,095	
13599 INVESTMENTS - LAIF Mark to Market	(43,343)	
14001 Due From Rail	2,930,530	
150 PREPAID EXPENSES	130,684	
160 OPEB ASSET	69,638	
165 DEFERRED OUTFLOW-Pension Related	777,421	
166 DEFERRED OUTFLOW-OPEB	593,386	
170 INVESTMENTS HELD AT CALTIP	0	
175 CEPPT RESTRICTED INVESTMENTS	310,502	
111 NET PROPERTY COSTS	57,761,136	
TOTAL ASSETS		97,596,011

LIABILITIES:

205 ACCOUNTS PAYABLE	(670,905)	
211 PRE-PAID REVENUE	2,853,203	
21101 Clipper to be distributed	740,720	
22000 FEDERAL INCOME TAXES PAYABLE	0	
22010 STATE INCOME TAX	58	
22020 FICA MEDICARE	(47)	
22050 PERS HEALTH PAYABLE	0	
22040 PERS RETIREMENT PAYABLE	(98)	
22030 SDI TAXES PAYABLE	23	
22070 AMERICAN FIDELITY INSURANCE PAYABLE	643	
22090 WORKERS' COMPENSATION PAYABLE	138,559	
22100 PERS-457	0	
22110 Direct Deposit Clearing	0	
22120 Compensated absences	126,117	
23101 Net Pension Liability	1,605,376	
23105 Deferred Inflow- OPEB Related	374,181	
23104 Deferred Inflow- Pension Related	141,094	
23103 INSURANCE CLAIMS PAYABLE	(345)	
23102 UNEMPLOYMENT RESERVE	7,889	
TOTAL LIABILITIES		5,316,469

FUND BALANCE:

301 FUND RESERVE	57,544,179	
304 GRANTS, DONATIONS, PAID-IN CAPITAL	32,164,157	
30401 SALE OF BUSES & EQUIPMENT	86,871	
FUND BALANCE	2,484,336	
TOTAL FUND BALANCE		92,279,542
TOTAL LIABILITIES & FUND BALANCE		97,596,011

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
REVENUE REPORT
FOR THE PERIOD ENDING:
September 30, 2025**

ACCOUNT	DESCRIPTION	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
4010100	Fixed Route Passenger Fares	1,412,201	37,667	96,149	1,316,052	6.8%
4020000	Business Park Revenues	270,000	0	20,100	249,900	7.4%
4020500	Special Contract Fares	614,195	0	0	614,195	0.0%
4020500	Special Contract Fares - Paratransit	24,000	0	0	24,000	0.0%
4010200	Paratransit Passenger Fares	121,850	7,378	23,095	98,755	19.0%
4060100	Concessions	24,828	0	0	24,828	0.0%
4060300	Advertising Revenue	195,000	0	195,000	-	100.0%
4070400	Miscellaneous Revenue-Interest	350,000	0	0	350,000	0.0%
4070300	Non transportation revenue	185,712	23,026	38,830	146,882	20.9%
4099100	TDA Article 4.0 - Fixed Route	15,427,044	15,211,305	15,211,305	215,739	98.6%
4099500	TDA Article 4.0-BART	86,923	0	0	86,923	0.0%
4099200	TDA Article 4.5 - Paratransit	420,861	0	0	420,861	0.0%
4099600	Bridge Toll- RM2, RM3	1,100,000	0	0	1,100,000	0.0%
4099900	Other local funds	183,000	0	0	183,000	0.0%
4110100	STA Funds-Paratransit	126,470	0	0	126,470	0.0%
4110500	STA Funds- Fixed Route BART	497,672	0	0	497,672	0.0%
4110100	STA Funds-pop	1,695,172	0	0	1,695,172	0.0%
4110100	STA Funds- rev	395,790	0	0	395,790	0.0%
4110100	STA Funds- Lifeline	84,188	0	0	84,188	0.0%
4130000	FTA Section	30,000	0	0	30,000	0.0%
4130000	FTA Section 5307 ADA Paratransit	666,894	0	0	666,894	0.0%
4640500	Measure BB Paratransit Funds-GAP	113,000	0	0	113,000	0.0%
4640200	Measure BB Paratransit Funds-Fixed Route	1,855,656	(10,021)	147,681	1,707,975	8.0%
4640200	Measure BB Paratransit Funds-Paratransit	924,303	(5,781)	72,083	852,220	7.8%
RAIL		0	0	0		
TOTAL REVENUE		26,804,759	15,263,572	15,804,242	11,000,517	59.0%

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
OPERATING EXPENDITURES
FOR THE PERIOD ENDING:
September 30, 2025**

	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED	
501 02 Salaries and Wages	\$2,136,783	\$163,569	\$487,547	\$1,649,237	22.82%	\$487,547
502 00 Personnel Benefits	\$1,485,015	\$65,305	\$361,517	\$1,122,998	24.34%	\$362,017
503 00 Professional Services	\$1,315,769	\$67,068	\$313,616	\$1,002,153	23.84%	\$313,616
503 05 Non-Vehicle Maintenance	\$1,040,973	\$72,674	\$274,731	\$766,242	26.39%	\$274,731
503 99 Communications	\$3,402	\$100	\$250	\$3,152	7.35%	\$250
504 01 Fuel and Lubricants	\$1,466,962	\$95,460	\$265,262	\$1,201,700	18.08%	\$265,262
504 03 Non contracted vehicle maintenance	\$2	\$0	\$0	\$2	0.00%	\$0
504 99 Office/Operating Supplies	\$34,802	\$983	\$1,127	\$33,675	3.24%	\$1,127
504 99 Printing	\$80,001	\$1,875	\$12,167	\$67,834	15.21%	\$12,167
505 00 Utilities	\$520,147	\$32,736	\$115,210	\$404,937	22.15%	\$115,210
506 00 Insurance	\$880,125	(\$16,880)	\$756,621	\$123,504	85.97%	\$756,621
507 99 Taxes and Fees	\$114,000	\$9,760	\$26,747	\$87,253	23.46%	\$26,747
508 01 Purchased Transportation Fixed Route	\$14,985,794	\$1,230,932	\$3,662,435	\$11,323,359	24.44%	\$3,662,435
2-508 02 Purchased Transportation Paratransit	\$2,106,303	\$9,667	\$18,673	\$2,087,630	0.89%	\$18,673
508 03 Purchased Transportation WOD	\$225,600	\$7,552	\$30,151	\$195,449	13.36%	\$30,151
509 00 Miscellaneous	\$214,039	\$9,486	\$35,611	\$178,428	16.64%	\$35,611
509 02 Professional Development	\$64,650	\$4,176	\$8,141	\$56,510	12.59%	\$8,140
509 08 Advertising	\$130,400	\$2,099	\$3,797	\$126,603	2.91%	\$3,797
TOTAL	\$26,804,768	\$1,756,562	\$6,373,603	\$20,430,664	23.78%	

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
CAPITAL REVENUE AND EXPENDITURE REPORT (Page 1 of 2)
FOR THE PERIOD ENDING:
September 30, 2025

ACCOUNT	DESCRIPTION	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
REVENUE DETAILS						
40799	Revenues from Insurance	28,000	30,963	30,963	(2,963)	110.58%
4090594	TDA (office and facility equip)	567,000	0	0	567,000	0.00%
4090194	TDA Shop repairs and replacement	1	0	0	1	0.00%
4091094	TDA Transit Center improvements	161,181	0	0	161,181	0.00%
409??94	TDA (Transit Capital)	100,000	0	0	100,000	0.00%
4092094	TDA (Major component rehab)	474,152	0	0	474,152	0.00%
4090094	TDA WiFi	1	0	0	1	0.00%
4091794	TDA bus stops	785,000	0	0	785,000	0.00%
4090694	TDA TSP	90,000	0	0	90,000	0.00%
4090994	TDA IT	81,400	0	0	81,400	0.00%
4090294	TDA Atlantis	13,173,526	0	0	13,173,526	0.00%
4090699	TSP TFCA	95,000	0	0	95,000	0.00%
4090696	BT TSP	2,682,736	0	0	2,682,736	0.00%
4091796	BT Bus Stops	230,000	0	0	230,000	0.00%
40923	TDA Buses	1,784,222	0	0	1,784,222	0.00%
4110900	State (SGR) Buses 2025	1	0	0	1	0.00%
4110200	State (LCTOP) Atlantis	656,983	0	0	656,983	0.00%
4110500	State (LCTOP) Rutan retrofit	1	0	0	1	0.00%
41309	FTA Buses	385,164	0	0	385,164	0.00%
41317	FTA bus stops	1,818,000	0	0	1,818,000	0.00%
41302	FTA Atlantis	1,060,318	0	0	1,060,318	0.00%
41305	FTA Rutan Retrofit	1	0	0	1	0.00%
41320	FTA Hybrid battery packs	536,606	0	0	536,606	0.00%
41310	FTA Transit Center	276,819	0	0	276,819	0.00%
41323	Buses	6,751,720	0	0	6,751,720	0.00%
46405	Measure BB Atlantis	1	0	0	1	0.00%
TOTAL REVENUE		31,737,833	30,963	30,963	24,955,149	0.10%

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
CAPITAL REVENUE AND EXPENDITURE REPORT (Page 2 of 2)
FOR THE PERIOD ENDING:
September 30, 2025

ACCOUNT	DESCRIPTION	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
EXPENDITURE DETAILS						
CAPITAL PROGRAM - COST CENTER 07						
5550207	Atlantis Facility	14,890,827	0	0	14,890,827	0.00%
5550107	Shop Repairs and replacement	1	0	0	1	0.00%
5550107	Bus Wash	1	0	0	1	0.00%
5552307	Buses	8,921,106	0	0	8,921,106	0.00%
5550507	Office and Facility Equipment	567,000	46,209	47,207	519,793	8.33%
5551007	Transit Center Upgrades and Improvements	438,000	4,900	5,875	432,125	1.34%
5550607	TSP	2,867,736	6,978	6,978	2,860,758	0.24%
5550907	IT	81,400	0	0	81,400	0.00%
5550007	WIFI routers	1	0	0	1	0.00%
5551607	NON-REVENUE VEHICLES	37,964	37,964	37,964	0	100.00%
5551707	Bus Shelters and Stops	2,833,000	29,349	29,349	2,803,651	1.04%
5552007	Major component rehab	1,010,758	0	0	1,010,758	0.00%
555??07	Transit Capital	100,000	4,885	4,885	95,115	4.89%
TOTAL CAPITAL EXPENDITURES		31,747,794	130,284	132,258	31,615,536	0.42%
FUND BALANCE (CAPITAL)		-9960.53	(99,321)	(101,294)		
FUND BALANCE (CAPITAL & OPERATING)		-9,971.36	13,403,974	9,321,930		

REPORT.: Oct 20 25 Monday
RUN....: Oct 20 25 Time: 13:51
Run By.: Daniel Zepeda

LAVTA
Month End Cash Disbursements Report
Prior Period Report for 09-25 BANK ACCOUNT 105

Attachment 1

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

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
09-25	024629	09/12/25	AVI01 (AMADOR VALLEY INDUSTRIES)		658.45	.00	658.45	Automatic Generated Check
	024630	09/12/25	BAY08 (BAY CITY ELECTRIC WORKS)		3,499.49	.00	3,499.49	Automatic Generated Check
	024631	09/12/25	CAL05 (CALTEST LABS)		977.55	.00	977.55	Automatic Generated Check
	024632	09/12/25	GOG01 (GO GO GRANDPARENT)		1,271.02	.00	1,271.02	Automatic Generated Check
	024633	09/12/25	INT03 (INTERNATL EFFECTIVENESS)		180.00	.00	180.00	Automatic Generated Check
	024634	09/12/25	KIM02 (KIMLEY-HORN AND ASSOC, INC)		34,188.50	.00	34,188.50	Automatic Generated Check
	024635	09/12/25	SHI02 (SHI INTERNATIONAL CORP)		14,384.38	.00	14,384.38	Automatic Generated Check
	024636	09/26/25	CAL13 (CALIFORNIA TRANSIT)		2,794.31	.00	2,794.31	Automatic Generated Check
	024637	09/26/25	DFS01 (DOWNTOWN FORD SACRAMENTO)		37,963.53	.00	37,963.53	Automatic Generated Check
	024638	09/26/25	FR001 (FREMONT RUBBER STAMP CO)		60.17	.00	60.17	Automatic Generated Check
	024639	09/26/25	INT03 (INTERNATL EFFECTIVENESS)		2,502.00	.00	2,502.00	Automatic Generated Check
	024640	09/26/25	JTH01 (J. THAYER COMPANY)		439.56	.00	439.56	Automatic Generated Check
	024641	09/26/25	KIM02 (KIMLEY-HORN AND ASSOC, INC)		22,610.80	.00	22,610.80	Automatic Generated Check
	024642	09/26/25	TX254 (HOSSEIN SHAHRZAD)		452.82	.00	452.82	Automatic Generated Check
	024643	09/26/25	TX261 (SOUHYA UPADYHAY)		30.00	.00	30.00	Automatic Generated Check
	024644	09/26/25	TX262 (RICKY SHUM)		25.89	.00	25.89	Automatic Generated Check
	024645	09/26/25	TX263 (BARBARA STERRETT)		59.50	.00	59.50	Automatic Generated Check
	H16136	09/12/25	NTA01 (NTAV INC)		4,050.00	.00	4,050.00	NTA01, 1159, PO7939 EMERG
	H16138	09/12/25	PRE03 (PREMIER SECURITY SOLNS CO)		3,222.17	.00	3,222.17	PRE03, PSI-23356, MP2485
	H16183	09/12/25	AIM01 (AIM TO PLEASE JANITORIAL SER		4,500.00	.00	4,500.00	AIM01, 122, AUG-25 MONTHL
	H16184	09/12/25	AIM01 (AIM TO PLEASE JANITORIAL SER		7,400.00	.00	7,400.00	AIM01, 1139, AUG-25 BUS S
	H16185	09/12/25	CAL15 (CALTRONICS BUSINESS SYS)		182.51	.00	182.51	CAL15, 4441312, BIZHUB 7/
	H16186	09/12/25	CCL01 (CARPI & CLAY INC)		4,500.00	.00	4,500.00	CCL01, 25-08-LAVTA, AUG-2
	H16187	09/12/25	CNO01 (CIRCA NOW LLC)		3,000.00	.00	3,000.00	CNO01, 2188, PO7879 AUG-2
	H16188	09/12/25	CNO01 (CIRCA NOW LLC)		3,600.00	.00	3,600.00	CNO01, 2189, AUG-25 TO11-
	H16189	09/12/25	CNO01 (CIRCA NOW LLC)		4,393.75	.00	4,393.75	CNO01, 2190, AUG-25 TO12-
	H16190	09/12/25	COR01 (CORBIN WILLITS SYSTEMS)		332.35	.00	332.35	COR01, C508151, SEPT-25 S
	H16191	09/12/25	CRA02 (CRANTECH INC.)		1,205.00	.00	1,205.00	CRA02, 57724, AUG-25 QTRL
	H16192	09/12/25	DAY02 (DAY & NITE PEST CONTROL)		218.00	.00	218.00	DAY02, 205296, 8/21/25 PE
	H16193	09/12/25	LVE01 (LV EVENT RENTALS LLC)		5,108.09	.00	5,108.09	LVE01, 230646971, MP2523
	H16194	09/12/25	LIU02 (JOY LIU)		42.70	.00	42.70	LIU02, 8/17/25-8/27/25 MI
	H16195	09/12/25	LVE01 (LV EVENT RENTALS LLC)		2,422.01	.00	2,422.01	LVE01, 230665622, MP2504
	H16196	09/12/25	LYF01 (LYFT, INC)		7,304.16	.00	7,304.16	LYF01, 1206995, AUG-25 GO
	H16197	09/12/25	LYF01 (LYFT, INC)		247.51	.00	247.51	LYF01, 1206996, AUG-25 GO
	H16198	09/12/25	MAZ01 (MAZE & ASSOCIATES)		17,240.00	.00	17,240.00	MAZ01, 54289, FY25 AUDIT
	H16199	09/12/25	PAC11 (PACIFIC ENVIRONMENTAL SERVIC		260.00	.00	260.00	PAC11, 3030, AUG-25 RUTAN
	H16200	09/12/25	PAC11 (PACIFIC ENVIRONMENTAL SERVIC		260.00	.00	260.00	PAC11, 3031, AUG-25 ATLAN
	H16201	09/12/25	RMT01 (RMT LANDSCAPE CONTRACTORS IN		10,830.00	.00	10,830.00	RMT01, 20250846, 8/10/25 S
	H16202	09/12/25	SCF01 (SC FUELS)		24,711.68	.00	24,711.68	SCF01, 764537, 8/22/25 FU
	H16203	09/12/25	SCF01 (SC FUELS)		25,837.08	.00	25,837.08	SCF01, 767317, 8/28/25 FU
	H16204	09/12/25	SOL01 (SOLUTIONS FOR TRANSIT)		2,083.33	.00	2,083.33	SOL01, 25-0905LAVTA, AUG-
	H16205	09/12/25	TPA01 (TOWNSEND PUBLIC AFFAIRS INC)		6,000.00	.00	6,000.00	TPA01, 23978, SEPT-25 STA
	H16206	09/12/25	VOR01 (VORTEX INDUSTRIES, LLC.)		8,662.98	.00	8,662.98	VOR01, 432062158, MP2463
	H16207	09/12/25	YEA01 (JENNIFER YEAMANS)		39.20	.00	39.20	YEA01, 6/5/25-9/4/25 MILE
	H16208	09/12/25	AIRO2 (AIRESPRING)		3,621.61	.00	3,621.61	AIRO2, 200097077, 9/1/25-
	H16209	09/12/25	AMA03 (AMAZON BUSINESS SERVICES)		437.17	.00	437.17	AMA03, JULY-25 OFFICE SUP
	H16210	09/04/25	CAL10 (CALIFORNIA STATE DISBURSEMEN		120.46	.00	120.46	CAL10, CA STATE GARNISHME
	H16211	09/05/25	DIR02 (DIRECT DEPOSIT OF PAYROLL CH		52,614.20	.00	52,614.20	DIR02, PR DIRECT DEPOSIT
	H16212	09/02/25	DIR02 (DIRECT DEPOSIT OF PAYROLL CH		350.16	.00	350.16	DIR02, PR DIRECT DEPOSIT
	H16213	09/04/25	EFT01 (ELECTRONIC FUND TRANSFERS)		14,436.56	.00	14,436.56	EFT01, FEDERAL TAX 8/16/2
	H16214	09/02/25	EFT01 (ELECTRONIC FUND TRANSFERS)		177.74	.00	177.74	EFT01, FEDERAL TAX-BOD 8/
	H16215	09/10/25	EFT01 (ELECTRONIC FUND TRANSFERS)		1,722.04	.00	1,722.04	EFT01, FEDERAL TAX-FINAL
	H16216	09/04/25	EMP01 (EMPLOYMENT DEVEL DEPT)		4,867.88	.00	4,867.88	EMP01, STATE TAX 8/16/25-
	H16217	09/02/25	EMP01 (EMPLOYMENT DEVEL DEPT)		30.80	.00	30.80	EMP01, STATE TAX-BOD 8/1/
	H16218	09/10/25	EMP01 (EMPLOYMENT DEVEL DEPT)		483.14	.00	483.14	EMP01, STATE TAX-FINAL PA
	H16219	09/01/25	MER01 (MERCHANT SERVICES)		92.51	.00	92.51	MER01, AUG-25 MOA CC STAT
	H16220	09/01/25	MER01 (MERCHANT SERVICES)		119.77	.00	119.77	MER01, AUG-25 TC CC STATE
	H16221	09/10/25	MVT01 (MV TRANSPORTATION, INC.)		220,277.35	.00	220,277.35	MVT01, JULY-25 FIXED ROUT
	H16222	09/04/25	PER01 (PERS)		5,687.63	.00	5,687.63	PER01, PERS CLASSIC CONTR
	H16223	09/04/25	PER01 (PERS)		7,168.29	.00	7,168.29	PER01, PERS NEW CONTRIBUT
	H16224	09/12/25	PER02 (CALPERS RETIREMENT SYSTEM)		350.00	.00	350.00	PER02, GASB-68 REPORTING
	H16225	09/04/25	PER04 (CALPERS RETIREMENT SYSTEM)		2,787.37	.00	2,787.37	PER04, PERS 457 CONTRIBUT
	H16226	09/12/25	PEX01 (PEX CARD)		10,000.00	.00	10,000.00	PEX01, 9/3/25 PEX CARDS A
	H16227	09/12/25	SHE05 (SHELL)		84.95	.00	84.95	SHE05, AUG-25 CC STATEMEN
	H16228	09/12/25	STA01 (STATE COMPENSATION FUND)		1,292.33	.00	1,292.33	STA01, AUG-25 WORKER'S CO
	H16229	09/12/25	WEG01 (CHRISTY WEGENER)		322.00	.00	322.00	WEG01, 9/14/25-9/21/25 TR
	H16230	09/26/25	GHA01 (ARIAN GHANI)		92.40	.00	92.40	GHA01, 8/5/25-8/28/25 MIL
	H16231	09/26/25	WEG01 (CHRISTY WEGENER)		58.36	.00	58.36	WEG01, 7/17/25-9/16/25 EX
	H16232	09/25/25	MVT01 (MV TRANSPORTATION, INC.)		490,000.00	.00	490,000.00	MVT01, 135358, SEPT-25 1S
	H16233	09/30/25	MVT01 (MV TRANSPORTATION, INC.)		490,000.00	.00	490,000.00	MVT01, 135359, SEPT-25 2N
	H16234	09/26/25	TX242 (BONNIE WOLF)		60.00	.00	60.00	TX242, PARATAXI REIMBURSE
	H16235	09/26/25	TAX01 (HERB HASTINGS)		96.73	.00	96.73	TAX01, PARATAXI REIMBURSE
	H16236	09/26/25	OAK01 (OAKS BUSINESS PK OWNERS)		4,910.04	.00	4,910.04	OAK01, 4TH QTR 2025 BUSIN
	H16237	09/26/25	RMT01 (RMT LANDSCAPE CONTRACTORS IN		1,946.00	.00	1,946.00	RMT01, 20250960, MP2520 A
	H16238	09/26/25	RMT01 (RMT LANDSCAPE CONTRACTORS IN		1,392.00	.00	1,392.00	RMT01, 20250961, MP2519 T
	H16239	09/26/25	SDI01 (SDI PRESENCE LLC)		11,455.38	.00	11,455.38	SDI01, 20170, IT MODERNIZ
	H16240	09/26/25	SDI01 (SDI PRESENCE LLC)		11,630.50	.00	11,630.50	SDI01, 20346, IT MODERN-S
	H16241	09/26/25	TAC01 (TAC ENERGY)		25,754.31	.00	25,754.31	TAC01, 3258891, 9/9/25 FU
	H16242	09/26/25	TAC01 (TAC ENERGY)		26,940.28	.00	26,940.28	TAC01, 3265600, 9/16/25 F
	H16243	09/26/25	TPG01 (VILLAGE INSTANT PRINTING)		1,584.16	.00	1,584.16	TPG01, 82329, MP2531 FARE
	H16244	09/26/25	TTR01 (TRANSTRACK SYSTEMS INC)		8,477.00	.00	8,477.00	TTR01, 2022, APC CLEANSIN
	H16245	09/26/25	CAL10 (CALIFORNIA STATE DISBURSEMEN		120.46	.00	120.46	CAL10, CA STATE GARNISHME
	H16246	09/19/25	DIR02 (DIRECT DEPOSIT OF PAYROLL CH		52,656.75	.00	52,656.75	DIR02, PR DIRECT DEPOSIT
	H16247	09/18/25	EFT01 (ELECTRONIC FUND TRANSFERS)		14,408.11	.00	14,408.11	EFT01, FEDERAL TAX 8/30/2
	H16248	09/18/25	EMP01 (EMPLOYMENT DEVEL DEPT)		4,893.74	.00	4,893.74	EMP01, STATE TAX 8/30/25-
	H16249	09/18/25	PER01 (PERS)		5,687.63	.00	5,687.63	PER01, PERS CLASSIC CONTR
	H16250	09/26/25	PER01 (PERS)		7,164.70	.00	7,164.70	PER01, PERS NEW CONTRIBUT
	H16251	09/18/25	PER04 (CALPERS RETIREMENT SYSTEM)		2,795.34	.00	2,795.34	PER04, PERS 457 CONTRIBUT
	H16252	09/26/25	GAN01 (GANNETT FLEMING COMPANIES)		7,486.00	.00	7,486.00	GAN01, 56826, PO7865 TO2-
	H16253	09/26/25	GAN01 (GANNETT FLEMING COMPANIES)		24,813.35	.00	24,813.35	GAN01, 56828, PO7869 TO3-
	H16254	09/26/25	SPE03 (SPECTRIO LLC)		1,368.36	.00	1,368.36	SPE03, 1833694, ANNUAL ON
	H16255	09/30/25	BAN03 (BANKCARD CENTER)		12,119.27	.00	12,119.27	BAN03, AUG-25 BMO CC STAT
	H16256	09/30/25	DEP07 (DMV)		27.00	.00	27.00	DEP07, 44365468, REPLACUS
	H16257	09/30/25	CAL04 (CALIFORNIA WATER SERVICE)		1,140.66	.00	1,140.66	CAL04, 0198655555, BUS WA
	H16258	09/30/25	CAL04 (CALIFORNIA WATER SERVICE)		70.26	.00	70.26	CAL04, 2575555555, TC FIR
	H16259	09/30/25	CAL04 (CALIFORNIA WATER SERVICE)		63.48	.00	63.48	CAL04, 3616555555, TC WAT

REPORT.: Oct 20 25 Monday
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LAVTA
 Month End Cash Disbursements Report
 Prior Period Report for 09-25 BANK ACCOUNT 105

Attachment 1
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 ID #: PY-CD
 CTL.: WHE

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
09-25	H16260	09/30/25	CAL04 (CALIFORNIA WATER SERVICE)		1,210.87	.00	1,210.87	CAL04, 4616555555, TC IRR
	H16261	09/30/25	CAL04 (CALIFORNIA WATER SERVICE)		93.67	.00	93.67	CAL04, 4755555555, MOA FI
	H16262	09/30/25	CAL04 (CALIFORNIA WATER SERVICE)		93.67	.00	93.67	CAL04, 5755555555, CONTRA
	H16263	09/30/25	CAL04 (CALIFORNIA WATER SERVICE)		1,863.69	.00	1,863.69	CAL04, 9098655555, MOA WA
	H16264	09/30/25	CIT06 (CITY OF LIVERMORE SEWER)		59.58	.00	59.58	CIT06, 138143-00, BUS WAS
	H16265	09/30/25	CIT06 (CITY OF LIVERMORE SEWER)		535.65	.00	535.65	CIT06, 133294-00, MOA WAT
	H16266	09/30/25	CIT06 (CITY OF LIVERMORE SEWER)		58.82	.00	58.82	CIT06, 133389-00, TRANSIT
	H16267	09/30/25	CIT07 (CITY OF LIVERMORE - WATER)		32.52	.00	32.52	CIT07, 139361-00, ATLANTI
	H16268	09/30/25	CIT07 (CITY OF LIVERMORE - WATER)		139.90	.00	139.90	CIT07, 139388-00, BUS WAS
	H16269	09/30/25	CIT07 (CITY OF LIVERMORE - WATER)		37.93	.00	37.93	CIT07, 139399-00, ATLANTI
	H16270	09/30/25	CIT07 (CITY OF LIVERMORE - WATER)		242.50	.00	242.50	CIT07, 138430-01, ATLANTI
	H16271	09/30/25	CIT07 (CITY OF LIVERMORE - WATER)		49.74	.00	49.74	CIT07, 138431-00, ATLANTI
	H16272	09/30/25	CIT07 (CITY OF LIVERMORE - WATER)		12.38	.00	12.38	CIT07, 138432-00, ATLANTI
	H16273	09/30/25	DIR01 (DIRECT TV)		24.00	.00	24.00	DIR01, 96X250911, 9/10/25
	H16274	09/30/25	DIR02 (DIRECT DEPOSIT OF PAYROLL CH		1,170.52	.00	1,170.52	DIR02, PR DIRECT DEPOSIT
	H16275	09/30/25	EFT01 (ELECTRONIC FUND TRANSFERS)		338.36	.00	338.36	EFT01, FEDERAL TAX BOD 9/
	H16276	09/30/25	LIV10 (LIVERMORE SANITATION INC)		2,828.42	.00	2,828.42	LIV10, 2950155, 8/1/25-8/
	H16277	09/30/25	PAC02 (PACIFIC GAS AND ELECTRIC)		15,252.71	.00	15,252.71	PAC02, 5809326332-3, MOA
	H16278	09/30/25	PAC02 (PACIFIC GAS AND ELECTRIC)		1,534.39	.00	1,534.39	PAC02, 6062256368-6, ATLA
	H16279	09/30/25	PAC02 (PACIFIC GAS AND ELECTRIC)		2,214.03	.00	2,214.03	PAC02, 7264840356-5, BUS
	H16280	09/30/25	PAC02 (PACIFIC GAS AND ELECTRIC)		178.72	.00	178.72	PAC02, 7649646868-7, DOOL
	H16281	09/30/25	PAC02 (PACIFIC GAS AND ELECTRIC)		364.37	.00	364.37	PAC02, 9007202117-4, MOA
	H16282	09/30/25	PAC02 (PACIFIC GAS AND ELECTRIC)		353.49	.00	353.49	PAC02, 9007202117-4, MOA
	H16283	09/30/25	PER03 (CAL PUB EMP RETIRE SYSTM)		43,587.35	.00	43,587.35	PER03, OCT-25 PERS HEALTH
Total for Bank Account 105 ----->					1,878,284.00	.00	1,878,284.00	
Grand Total of all Bank Accounts ----->					1,878,284.00	.00	1,878,284.00	

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 RUN....: Oct 20 25 Time: 14:06
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LAVTA
 Month End Payable Activity Report
 Prior Period Report for 09-25

Attachment 1

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 ID #: PY-AC
 CTL.: WHE

Period	Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description
09-25	AIM01 (AIM TO PLEASE JANITORIAL SE	1139H	09/08/25	10/08/25	A	7400.00	AIM01, 1139, AUG-25 BUS STOP CLEANING SERVIC
		122AUG-25H	09/08/25	10/08/25	A	4500.00	AIM01, 122, AUG-25 MONTHLY JANITORIAL SERVIC
	Vendor's Total ----->					11900.00	
09-25	AIR02 (AIRESPRING)	200097077H	09/01/25	10/01/25	A	3621.61	AIR02, 200097077, 9/1/25-9/30/25 SERVICE
09-25	AMA03 (AMAZON BUSINESS SERVICES)	JULY-2025H	08/01/25	08/31/25	A	437.17	AMA03, JULY-25 OFFICE SUPPLIES
09-25	AVI01 (AMADOR VALLEY INDUSTRIES)	2963497	09/01/25	10/01/25	A	658.45	AVI01, 2963497, AUG-25 GARBAGE PICK UP SERVI
09-25	BAN03 (BANKCARD CENTER)	AUG-2025H	09/03/25	10/03/25	A	12119.27	BAN03, AUG-25 BMO CC STATEMENT
09-25	BAY08 (BAY CITY ELECTRIC WORKS)	W317985	09/08/25	10/08/25	A	3499.49	BAY08, W317985, MP2313 ANNUAL MAJOR MAINT &
09-25	CAL04 (CALIFORNIA WATER SERVICE)	198081925H	08/19/25	09/18/25	A	1140.66	CAL04, 0198655555, BUS WASH 7/18/25-8/18/25
		257082925H	08/29/25	09/28/25	A	70.26	CAL04, 2575555555, TC FIRE 9/1/25-9/30/25
		361090225H	09/02/25	10/02/25	A	63.48	CAL04, 3616555555, TC WATER 8/1/25-8/29/25
		461090225H	09/02/25	10/02/25	A	1210.87	CAL04, 4616555555, TC IRRG 8/1/25-8/29/25
		475082925H	08/29/25	09/28/25	A	93.67	CAL04, 4755555555, MOA FIRE 9/1/25-9/30/25
		575082925H	08/29/25	09/28/25	A	93.67	CAL04, 5755555555, CONTRACTOR FIRE 9/1/25-9/
		909081925H	08/19/25	09/18/25	A	1863.69	CAL04, 9098655555, MOA WATER 7/18/25-8/18/25
	Vendor's Total ----->					4536.30	
09-25	CAL05 (CALTEST LABS)	732677	08/28/25	09/27/25	A	977.55	CAL05, 732677, 2025 RUTAN ANNUAL COMPLIANCE
09-25	CAL10 (CALIFORNIA STATE DISBURSEME	20250829H	09/03/25	10/03/25	A	120.46	CAL10, CA STATE GARNISHMENT 8/16/25-8/29/25
		20250912H	09/17/25	10/17/25	A	120.46	CAL10, CA STATE GARNISHMENT 8/30/25-9/12/25
	Vendor's Total ----->					240.92	
09-25	CAL13 (CALIFORNIA TRANSIT)	312025AUG	09/10/25	10/10/25	A	2794.31	CAL13, AUG-25 INSURANCE CLAIMS
09-25	CAL15 (CALTRONICS BUSINESS SYS)	4441312H	08/15/25	09/14/25	A	182.51	CAL15, 4441312, BIZHUB 7/16/25-8/15/25
09-25	CCL01 (CARPI & CLAY INC)	25-08LAVTH	09/01/25	10/01/25	A	4500.00	CCL01, 25-08-LAVTA, AUG-25 FEDERAL ADVOCACY
09-25	CIT06 (CITY OF LIVERMORE SEWER)	BW081925H	08/19/25	09/18/25	A	59.58	CIT06, 138143-00, BUS WASH 7/15/25-8/19/25
		TC090925H	09/09/25	10/09/25	A	58.82	CIT06, 133389-00, TRANSIT CENTER 8/12/25-9/9
		MOA081925H	08/19/25	09/18/25	A	535.65	CIT06, 133294-00, MOA WATER 7/15/25-8/19/25
	Vendor's Total ----->					654.05	
09-25	CIT07 (CITY OF LIVERMORE - WATER)	361081925H	08/19/25	09/18/25	A	32.52	CIT07, 139361-00, ATLANTIS CT SEWER 7/15-8/1
		388090325H	09/03/25	10/03/25	A	139.90	CIT07, 139388-00, BUS WASH 8/5/25-9/3/25
		399081925H	08/19/25	09/18/25	A	37.93	CIT07, 139399-00, ATLANTIS ST SEWER 7/15-8/1
		430081925H	08/19/25	09/18/25	A	242.50	CIT07, 138430-01, ATLANTIS INDOOR 7/15/25-8/
		431090325H	09/03/25	10/03/25	A	49.74	CIT07, 138431-00, ATLANTIS IRRG 8/5/25-9/3/2
		432081925H	08/19/25	09/18/25	A	12.38	CIT07, 138432-00, ATLANTIS FIRE 7/15/25-8/19
	Vendor's Total ----->					514.97	
09-25	CNO01 (CIRCA NOW LLC)	2188H	09/05/25	10/05/25	A	3000.00	CNO01, 2188, PO7879 AUG-25 WEBSITE MANAGE &
		2189H	09/05/25	10/05/25	A	3600.00	CNO01, 2189, AUG-25 TO11-PROJECT MANAGEMENT
		2190H	09/05/25	10/05/25	A	4393.75	CNO01, 2190, AUG-25 TO12-AD HOC CREATIVE & D
	Vendor's Total ----->					10993.75	
09-25	COR01 (CORBIN WILLITS SYSTEMS)	C508151H	08/15/25	09/14/25	A	332.35	COR01, C508151, SEPT-25 SERVICE
09-25	CRA02 (CRANETECH INC.)	57724H	08/27/25	09/26/25	A	1205.00	CRA02, 57724, AUG-25 QTRLY CRANE PREVENTIVE
09-25	DAY02 (DAY & NITE PEST CONTROL)	205296H	08/26/25	09/25/25	A	218.00	DAY02, 205296, 8/21/25 PEST SERVICE
09-25	DEP07 (DMV)	44365468H	09/22/25	10/22/25	A	27.00	DEP07, 44365468, REPLACEMENT TITLE VIN #0997
09-25	DFS01 (DOWNTOWN FORD SACRAMENTO)	2018580	09/10/25	10/10/25	A	37963.53	DFS01, 2018580, PO7942 2025 FORD ESCAPE HYBR
09-25	DIR01 (DIRECT TV)	96X250911H	09/11/25	10/11/25	A	24.00	DIR01, 96X250911, 9/10/25-10/9/25 SERVICE
09-25	DIR02 (DIRECT DEPOSIT OF PAYROLL C	20250829H	09/03/25	10/03/25	A	52614.20	DIR02, PR DIRECT DEPOSIT 8/16/25-8/29/25
		20250912H	09/17/25	10/17/25	A	52656.75	DIR02, PR DIRECT DEPOSIT 8/30/25-9/12/25
		20250831BH	08/31/25	09/30/25	A	350.16	DIR02, PR DIRECT DEPOSIT-BOD 8/1/25-8/31/25

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 RUN....: Oct 20 25 Time: 14:06
 Run By.: Daniel Zepeda

LAVTA
 Month End Payable Activity Report
 Prior Period Report for 09-25

Attachment 1
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 ID #: PY-AC
 CTL.: WHE

Period	Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description
09-25	DIR02 (DIRECT DEPOSIT OF PAYROLL)	C20250930BH	09/30/25	10/30/25	A	1170.52	DIR02, PR DIRECT DEPOSIT BOD 9/1/25-9/30/25
			Vendor's Total ----->			106791.63	
09-25	EFT01 (ELECTRONIC FUND TRANSFERS)	20250829H	09/03/25	10/03/25	A	14436.56	EFT01, FEDERAL TAX 8/16/25-8/29/25
		20250912H	09/17/25	10/17/25	A	14408.11	EFT01, FEDERAL TAX 8/30/25-9/12/25
		20250831BH	08/29/25	09/28/25	A	177.74	EFT01, FEDERAL TAX-BOD 8/1/25-8/31/25
		20250909FH	09/08/25	10/08/25	A	1722.04	EFT01, FEDERAL TAX-FINAL PAY L DOMAGAS 8/30-
		20250930BH	09/29/25	10/29/25	A	338.36	EFT01, FEDERAL TAX BOD 9/1/25-9/30/25
			Vendor's Total ----->			31082.81	
09-25	EMP01 (EMPLOYMENT DEVEL DEPT)	20250829H	09/03/25	10/03/25	A	4867.88	EMP01, STATE TAX 8/16/25-8/29/25
		20250912H	09/17/25	10/17/25	A	4893.74	EMP01, STATE TAX 8/30/25-9/12/25
		20250831BH	08/29/25	09/28/25	A	30.80	EMP01, STATE TAX-BOD 8/1/25-8/31/25
		20250909FH	09/08/25	10/08/25	A	483.14	EMP01, STATE TAX-FINAL PAY L DOMAGAS 8/30-9/
			Vendor's Total ----->			10275.56	
09-25	FRE01 (FREMONT RUBBER STAMP CO)	182034	01/29/25	02/28/25	A	60.17	FRE01, 182034, MP2320 BOARD MEMBER NAME PLAT
09-25	GAN01 (GANNETT FLEMING COMPANIES)	56826H	09/22/25	10/22/25	A	7486.00	GAN01, 56826, PO7865 TO2-HYDROGEN RETROFIT 8
		56828H	09/22/25	10/22/25	A	24813.35	GAN01, 56828, PO7869 TO3-HYDROGEN RETROFIT 8
			Vendor's Total ----->			32299.35	
09-25	GHA01 (ARIAN GHANI)	0805-0828H	09/11/25	10/11/25	A	92.40	GHA01, 8/5/25-8/28/25 MILEAGE REIMBURSEMENT
09-25	GOG01 (GO GO GRANDPARENT)	4417	08/31/25	09/30/25	A	916.24	GOG01, 4417, AUG-25 GO TRI VALLEY RIDES
		4418	08/31/25	09/30/25	A	354.78	GOG01, 4418, AUG-25 GO PARATAXI RIDES
			Vendor's Total ----->			1271.02	
09-25	INT03 (INTERNATL EFFECTIVENESS)	43595	08/13/25	09/12/25	A	2502.00	INT03, 43595, MP2405 LAVTA CODE OF CONDUCT T
		43607	09/05/25	10/05/25	A	180.00	INT03, 43607, LAVTA SATISFACTION SURVEY TRAS
			Vendor's Total ----->			2682.00	
09-25	JTH01 (J. THAYER COMPANY)	1733881-0	09/11/25	10/11/25	A	439.56	JTH01, 1733881-0, 9/11/25 PRINTING PAPER
09-25	KIM02 (KIMLEY-HORN AND ASSOC, INC)	30750581	04/30/25	05/30/25	A	8250.00	KIM02, 30750581, APR-25 TO6-LAVTA DISPATCH F
		32077967	06/17/25	07/17/25	A	16425.80	KIM02, 32077967, PO7864 TO1-FACILITY ENHANCE
		32341825	07/31/25	08/30/25	A	4900.00	KIM02, 32341825, JULY-25 TO7-STREETLIGHTS RA
		32747112	08/25/25	09/24/25	A	11623.00	KIM02, 32747112, PO7864 TO1-FACILITY ENHANCE
		32797076	07/31/25	08/30/25	A	2437.50	KIM02, 32797076, JULY-25 TO6-LAVTA DISPATCH
		32885774	09/03/25	10/03/25	A	6978.00	KIM02, 32885774, PO7900 TO3-CLOUD BASED TSP
		33016121	08/31/25	09/30/25	A	4885.00	KIM02, 33016121, TO8-WEST DUBLIN/GOLDEN GATE
		33107525	09/22/25	10/22/25	A	1300.00	KIM02, 33107525, PO7864 TO1-FACILITY ENHANCE
			Vendor's Total ----->			56799.30	
09-25	LIU02 (JOY LIU)	0817-0827H	09/10/25	10/10/25	A	42.70	LIU02, 8/17/25-8/27/25 MILEAGE REIMBURSEMENT
09-25	LIV10 (LIVERMORE SANITATION INC)	2950155H	09/01/25	10/01/25	A	2828.42	LIV10, 2950155, 8/1/25-8/31/25 GARBAGE SERVI
09-25	LVE01 (LV EVENT RENTALS LLC)	230646971H	07/29/25	08/28/25	A	5108.09	LVE01, 230646971, MP2523 EQUIPMENT RENTAL-RO
		230665622H	07/29/25	08/28/25	A	2422.01	LVE01, 230665622, MP2504 A&V EQUIPMENT RENT-
			Vendor's Total ----->			7530.10	
09-25	LYF01 (LYFT, INC)	1206995H	08/31/25	09/30/25	A	7304.16	LYF01, 1206995, AUG-25 GO TRI VALLEY
		1206996H	08/31/25	09/30/25	A	247.51	LYF01, 1206996, AUG-25 GO SAN RAMON
			Vendor's Total ----->			7551.67	
09-25	MAZ01 (MAZE & ASSOCIATES)	54289H	08/29/25	09/28/25	A	17240.00	MAZ01, 54289, FY25 AUDIT WORK #2-8/29/25
09-25	MER01 (MERCHANT SERVICES)	TC083125H	08/31/25	09/30/25	A	119.77	MER01, AUG-25 TC CC STATEMENT
		MOA083125H	08/31/25	09/30/25	A	92.51	MER01, AUG-25 MOA CC STATEMENT
			Vendor's Total ----->			212.28	
09-25	MVT01 (MV TRANSPORTATION, INC.)	135358H	09/03/25	10/03/25	A	490000.00	MVT01, 135358, SEPT-25 1ST INSTALL PAYMENT
		135359H	09/03/25	10/03/25	A	490000.00	MVT01, 135359, SEPT-25 2ND INSTALL PAYMENT
		JULY-2025H	08/03/25	09/02/25	A	220277.35	MVT01, JULY-25 FIXED ROUTE MONTHLY SERVICE
			Vendor's Total ----->			1200277.35	

REPORT.: Oct 20 25 Monday
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LAVTA
 Month End Payable Activity Report
 Prior Period Report for 09-25

Attachment 1
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Period	Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description
09-25	NTA01 (NTAV INC)	1159H	08/19/25	09/18/25	A	4050.00	NTA01, 1159, PO7939 EMERGENCY NETWORK SUPPOR
09-25	OAK01 (OAKS BUSINESS PK OWNERS)	4THQTR-25H	10/01/25	10/31/25	A	4910.04	OAK01, 4TH QTR 2025 BUSINESS PARK DUES
09-25	PAC02 (PACIFIC GAS AND ELECTRIC)	580090425H	09/04/25	10/04/25	A	15252.71	PAC02, 5809326332-3, MOA ELECTRIC 7/30/25-8/
		606090225H	09/02/25	10/02/25	A	1534.39	PAC02, 6062256368-6, ATLANTIS 7/28/25-8/25/2
		726082825H	08/28/25	09/27/25	A	2214.03	PAC02, 7264840356-5, BUS STOPS 7/21/25-8/18/
		764081525H	08/15/25	09/14/25	A	178.72	PAC02, 7649646868-7, DOOLAN TWR 7/11/25-8/10
		900081225H	08/12/25	09/11/25	A	364.37	PAC02, 9007202117-4, MOA GAS 7/12/25-8/11/25
		900091125H	09/11/25	10/11/25	A	353.49	PAC02, 9007202117-4, MOA GAS 8/12/25-9/10/25
		Vendor's Total ----->				19897.71	
09-25	PAC11 (PACIFIC ENVIRONMENTAL SERVI	3030H	09/03/25	10/03/25	A	260.00	PAC11, 3030, AUG-25 RUTAN MONTHLY SERVICE
		3031H	09/03/25	10/03/25	A	260.00	PAC11, 3031, AUG-25 ATLANTIS MONTHLY SERVICE
		Vendor's Total ----->				520.00	
09-25	PER01 (PERS)	20250829CH	09/03/25	10/03/25	A	5687.63	PER01, PERS CLASSIC CONTRIBUTION 8/16/25-8/2
		20250829NH	09/03/25	10/03/25	A	7168.29	PER01, PERS NEW CONTRIBUTION 8/16/25-8/29/25
		20250912CH	09/17/25	10/17/25	A	5687.63	PER01, PERS CLASSIC CONTRIBUTION 8/30/25-9/1
		20250912NH	09/17/25	10/17/25	A	7164.70	PER01, PERS NEW CONTRIBUTION 8/30/25-9/12/25
		Vendor's Total ----->				25708.25	
09-25	PER02 (CALPERS RETIREMENT SYSTEM)	GASB-2025H	08/25/25	09/24/25	A	350.00	PER02, GASB-68 REPORTING FEES FY26
09-25	PER03 (CAL PUB EMP RETIRE SYSTM)	OCT-2025H	09/14/25	10/14/25	A	43587.35	PER03, OCT-25 PERS HEALTH INSURANCE
09-25	PER04 (CALPERS RETIREMENT SYSTEM)	20250829H	09/03/25	10/03/25	A	2787.37	PER04, PERS 457 CONTRIBUTION 8/16/25-8/29/25
		20250912H	09/17/25	10/17/25	A	2795.34	PER04, PERS 457 CONTRIBUTION 8/30/25-9/12/25
		Vendor's Total ----->				5582.71	
09-25	PEX01 (PEX CARD)	9-3DEPOSIH	09/05/25	10/05/25	A	10000.00	PEX01, 9/3/25 PEX CARDS ACCOUNT DEPOSIT
09-25	PRE03 (PREMIER SECURITY SOLNS CO)	PSI-23356H	08/19/25	09/18/25	A	3222.17	PRE03, PSI-23356, MP2485 TELGUARD COMMUNICAT
09-25	RMT01 (RMT LANDSCAPE CONTRACTORS I	20250846H	08/15/25	09/14/25	A	10830.00	RMT01, 20250846, 8/10/25-9/9/25 LANDSCAPING
		20250960H	09/19/25	10/19/25	A	1946.00	RMT01, 20250960, MP2520 ATLANTIS REPAIR-VALV
		20250961H	09/19/25	10/19/25	A	1392.00	RMT01, 20250961, MP2519 TC REPAIR-BROKEN VAL
		Vendor's Total ----->				14168.00	
09-25	SCF01 (SC FUELS)	764537H	08/22/25	09/21/25	A	24711.68	SCF01, 764537, 8/22/25 FUEL DELIVERY
		767317H	08/28/25	09/27/25	A	25837.08	SCF01, 767317, 8/28/25 FUEL DELIVERY
		Vendor's Total ----->				50548.76	
09-25	SDI01 (SDI PRESENCE LLC)	20170H	08/31/25	09/30/25	A	11455.38	SDI01, 20170, IT MODERNIZATION/CONSULTING 8/
		20346H	08/31/25	09/30/25	A	11630.50	SDI01, 20346, IT MODERN-SYSTEM ENGINEER 8/31
		Vendor's Total ----->				23085.88	
09-25	SHE05 (SHELL)	AUG-2025H	09/06/25	10/06/25	A	84.95	SHE05, AUG-25 CC STATEMENT GAS CARDS
09-25	SHI02 (SHI INTERNATIONAL CORP)	B20203512	08/29/25	09/28/25	A	14384.38	SHI02, B20203512, PO7936 CROWDSTRIKE FALCON
09-25	SOL01 (SOLUTIONS FOR TRANSIT)	25-0905LAH	09/05/25	10/05/25	A	2083.33	SOL01, 25-0905LAVTA, AUG-25 CLIPPER ANALYSIS
09-25	SPE03 (SPECTRIO LLC)	1833694H	09/01/25	10/01/25	A	1368.36	SPE03, 1833694, ANNUAL ON-HOLD SERVICE 9/25-
09-25	STA01 (STATE COMPENSATION FUND)	AUG-2025H	08/21/25	09/20/25	A	1292.33	STA01, AUG-25 WORKER'S COMP PREMIUM
09-25	TAC01 (TAC ENERGY)	3258891H	09/10/25	10/10/25	A	25754.31	TAC01, 3258891, 9/9/25 FUEL DELIVERY
		3265600H	09/18/25	10/18/25	A	26940.28	TAC01, 3265600, 9/16/25 FUEL DELIVERY
		Vendor's Total ----->				52694.59	
09-25	TAX01 (HERB HASTINGS)	0808-0822H	09/10/25	10/10/25	A	96.73	TAX01, PARATAXI REIMBURSEMENT 8/8/25-8/22/25
09-25	TPA01 (TOWNSEND PUBLIC AFFAIRS INC	23978H	09/01/25	10/01/25	A	6000.00	TPA01, 23978, SEPT-25 STATE ADVOCACY/CONSULT
09-25	TPG01 (VILLAGE INSTANT PRINTING)	82329H	09/11/25	10/11/25	A	1584.16	TPG01, 82329, MP2531 FARES & POLICIES BROCHU

REPORT.: Oct 20 25 Monday
 RUN....: Oct 20 25 Time: 14:06
 Run By.: Daniel Zepeda

LAVTA
 Month End Payable Activity Report
 Prior Period Report for 09-25

Attachment 1
 PAGE: 004
 ID #: PY-AC
 CTL.: WHE

Period	Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description
09-25	TTR01 (TRANSTRACK SYSTEMS INC)	2022H	09/12/25	10/12/25	A	8477.00	TTR01, 2022, APC CLEANSING & RIDECHECK 10/25
09-25	TX242 (BONNIE WOLF)	0819-0825H	09/10/25	10/10/25	A	60.00	TX242, PARATAXI REIMBURSEMENT 8/19/25-8/25/2
09-25	TX254 (HOSSEIN SHAHRZAD)	0701-0730 0804-0828	09/10/25 09/10/25	10/10/25 10/10/25	A A	290.54 162.28	TX254, PARATAXI REIMBURSEMENT 7/1/25-7/30/25 TX254, PARATAXI REIMBURSEMENT 8/4/25-8/28/25
		Vendor's Total ----->				452.82	
09-25	TX261 (SOUMYA UPADYHAY)	07-20-25	09/10/25	10/10/25	A	30.00	TX261, PARATAXI REIMBURSEMENT 7/20/25
09-25	TX262 (RICKY SHUM)	0808-0811	09/10/25	10/10/25	A	25.89	TX262, PARATAXI REIMBURSEMENT 8/8/25-8/11/25
09-25	TX263 (BARBARA STERRETT)	0726-0804	09/10/25	10/10/25	A	59.50	TX263, PARATAXI REIMBURSEMENT 7/26/25-8/4/25
09-25	VOR01 (VORTEX INDUSTRIES, LLC.)	432062158H	07/11/25	08/10/25	A	8662.98	VOR01, 432062158, MP2463 REPLACE FIRE RATED
09-25	WEG01 (CHRISTY WEGENER)	0717-0916H 0914-0921H	09/19/25 09/11/25	10/19/25 10/11/25	A A	58.36 322.00	WEG01, 7/17/25-9/16/25 EXPENSE REIMBURSEMENT WEG01, 9/14/25-9/21/25 TRAVEL PER DIEM
		Vendor's Total ----->				380.36	
09-25	YEA01 (JENNIFER YEAMANS)	0605-0904H	09/05/25	10/05/25	A	39.20	YEA01, 6/5/25-9/4/25 MILEAGE REIMBURSEMENT
Total of Purchases -->						1878284.00	

MINUTES OF THE OCTOBER 6, 2025
LAVTA BOARD OF DIRECTORS MEETING

1. Call to Order and Pledge of Allegiance

2. Roll Call of Members

Members Present

Julie Testa – Chair, City of Pleasanton
David Haubert – Vice Chair, County of Alameda
Evan Branning – City of Livermore
Jean Josey – City of Dublin
Craig Eicher – City of Pleasanton
Kristy Wang – City of Livermore
Michael McCorriston – City of Dublin

3. Meeting Open to Public

No public comments received online or in person

4. Meeting Minutes, September 3rd, 2025 Tri Valley Accessible Advisory Committee

Herb Hastings reported on the meeting minutes from the September 3, 2025 TAAC meeting. Hastings mentioned that Committee members were supportive of a 25-cent fare increase for paratransit. There was also a suggestion for decreasing the age for senior fares on fixed route. He also stated that a pad has been scheduled to be installed at the First and Neal location in Pleasanton.

5. Paratransit Ad Hoc Committee Report Out from October 2, 2025

Director Josey and Director Branning gave an update on the Paratransit Joint Ad Hoc Committee meeting, including current KPIs and contractor challenges. The Committee will be looking at making a recommendation for the option year by the end of 2025, as well as recommendations for modifications needed in the option years and in a future joint contract. The Committee discussed branding, adding subcontractors, and exploring redundancies to improve efficiency while maintaining clarity for riders.

6. Consent Agenda

Recommend approval of all items on Consent Agenda as follows:

A. Minutes of the September 8, 2025 Board of Directors Meeting.

B. Treasurer's Report for August 2025

Approve the August 2025 Treasurer's Report.

C. Route 501 Service Reduction – Open Public Comment Period and Set the Public Hearing

Approve opening the public comment period and setting a public hearing for November 3, 2025 to hear public comments regarding the reduction of service on Route 501.

D. Award of Multiyear SaaS Agreement with Swiftly, Inc.

Approve Resolution 29-2025, authorizing the Executive Director to execute a three-year agreement with Swiftly, Inc in a form approved by legal counsel for the purchase of the on-Time Performance, Operator Reports, Realtime Passenger Predictions and Run Time modules in an amount not-to-exceed \$339.427

E. 2025 Summer Youth Ride Free Promotion

Receive an informational update on the 2025 Summer Youth Ride Free promotion.

No public comment received online or in person on the consent agenda.

Approval of Consent Agenda Items A-E

Motion/Second: McCorriston / Eicher

(with the condition of correction to the numbering to the consent items in the minutes)

Aye: Josey, Testa, McCorriston, Eicher, Branning, Haubert, Wang

No: None

Abstain:

Absent: None

7. Purchase of Four 40-Foot and Four 35-Foot Diesel-Electric Hybrid Replacement Buses

Staff presented to the Board for approval of Resolution 28-2025, authorizing the Executive Director to execute documents, in a form approved by Legal Counsel, to purchase four (4) new 35-foot and four (4) new 40-foot diesel-electric hybrid replacement buses in accordance with LAVTA's FY22–FY31 Capital Improvement Program (CIP). Board members inquired about tariffs and whether additional funding sources had been explored and asked about any contingencies, provisions, or protections included in the contract. Legal Counsel provided a legal perspective to the discussion. The Board subsequently approved Resolution 28-2025 as presented.

No public comment received online or in person.

Motion/Second: Eicher/Branning

Aye: Josey, Testa, McCorriston, Eicher, Branning, Haubert, Wang

No: None

Abstain:

Absent: None

8. FY26 Fare Increase Proposal: Open Public Comment Period and Set the Public Hearing

Executive Director Wegener presented to the Board the final Draft Fare Increase Proposal which includes advertising an adult single ride fare of up to \$2.50, recommending opening of the public comment period from October 7 to November 7, 2025, and setting a public hearing for the November 3, 2025 Board meeting. Wegener noted that both committees were in agreement regarding advertising a higher fare of \$2.50 and have advanced the recommendation to the Board. The Board suggested that additional context be included in public outreach materials for the hearing to help the public understand the rationale behind the increase.

Director Branning requested additional information be brought back to address the TAAC's comments about lowering the age of the senior discount.

Public Comment Received:

Herb Hastings – Expressed concern about how senior citizens with fixed incomes may be affected by the proposed fare increase.

Motion/Second: Josey / McCorriston

Aye: Josey, Testa, McCorriston, Eicher, Branning, Haubert, Wang

No: None

Abstain: None

Absent: None

9. Executive Director's Report

Executive Director Wegener reported that August 2025 ridership showed a slight decline compared to the previous year. LAVTA's Fixed Route Contractor, MV Transportation held safety campaigns and passed its annual audit with zero issues. The Fixed Route Customer Satisfaction Survey is underway, and preparations for the 2025 LAVTA Bus Rodeo are progressing. Executive Director Wegener informed the Board that the 2028 Olympics organization is seeking buses for loan, and LAVTA staff will return with information on liability and mode of transport for the games. Legal also updated the Board on recent changes in disadvantaged business enterprise (DBE).

No public comments received online or in-person.

10. Matters Initiated by the Board of Directors

No Matters were initiated.

11. Next Meeting Date is Scheduled for: November 3, 2025

12. Adjournment

Meeting adjourned at 5:07pm.

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY

STAFF REPORT

SUBJECT: Update to LAVTA's Human Resource Policy

FROM: Tamara Edwards, Director of Finance

DATE: November 3, 2025

Action Requested

Approval of Resolution 30-2025 and the updated Human Resources Policy.

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, in October of 2014, in January 2020, and again in June 2024.

Discussion

Since the last adoption of this policy members of the Board of Directors expressed the desire to change the section of the policy regarding the regularity of salary studies. LAVTA's Employer Risk Management Authority (ERMA) insurance also provided a request to clarify LAVTA's reasonable accommodation procedures. Additionally, staff removed the section regarding control points, performance zones, and comp ratio in regard to salary increases, and staff also reorganized sections of the policy for clarity.

A "Red Line" version of this policy is attached for reference.

Next Steps

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

Recommendation

The Finance and Administration Committee recommend that the Board of Directors approve Resolution 30-2025 and the updated Human Resources Policy.

Attachments:

1. Resolution 30-2025
2. Proposed Human Resources Policy (with tracked changes)
3. Proposed Human Resources Policy (without tracked changes)

RESOLUTION 30-2025

**A RESOLUTION OF THE BOARD OF DIRECTORS 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 6th, 2014 updating the Human Resources Policy, and

WHEREAS, Resolution 30-2020 was adopted by the LAVTA Board on January 6th, 2020 updating the Human Resources Policy, and

WHEREAS, Resolution 16-2024 was adopted by the LAVTA Board on June 3rd, 2024 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 3rd day of November 2025.

Julie Testa, Chair

ATTEST:

Christy Wegener, Executive Director

Approved as to form:

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 —~~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.

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

2.2.2 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.

Temporary assignments shall be compensated per **Section 2.5.**

2.4 INTRODUCTORY PERIOD

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

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.

-

2.4.1 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.

-

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.

-

The introductory period may be extended no more than twice by the Executive Director for a period not to exceed ninety days per extension, in order to further evaluate the performance of the employee.

2.2.2

2.3 2.5 ATTENDANCE

Employees shall be in attendance at their job in accordance with the rules regarding hours of work, holidays and leaves 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 2.6 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~~ 2.7 — ACTING PAY

Occasionally, a vacancy in the Agency would necessitate a staff member be appointed to an acting role, temporarily assuming duties for that position as well as continuing to be responsible for their existing duties. To be eligible for acting pay, the employee must agree to temporarily work in a position that has a higher pay level assignment than the employee's regular position. The employee acting in position retains his/her regular job title, with an "acting" designation for the temporary role.

In all cases, the employee must return to his or her regular position and regular rate of pay when the temporary assignment is over, which is at the discretion of the Executive Director. *Regular rate of pay* means the rate that would have been paid at that point in time had the temporary assignment not happened.

~~2.6~~ Acting pay is a *percentage* increase added to the employee's regular pay rate to be determined by the Executive Director.

~~2.7~~ 2.8 HOURS OF WORK

The Administrative Office shall be open for the public between 9:00 a.m., and 12 p.m. and 1:30 pm and 4:00 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.

~~2.8~~ 2.9 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.

2.10 REASONABLE ACCOMODATION

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Authority will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires accommodation in order to perform the essential functions of the job should contact the Director of Finance and request such accommodation. The individual with the disability should specify what accommodation they need to perform their job. The Authority then will conduct an interactive process to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform their job. The Authority will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the Authority will make the accommodation.

2.11 OUTSIDE EMPLOYMENT

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.

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.

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

~~2.9~~ 2.12 LEAVES OF ABSENCE

~~2.9.1~~ 2.12.1 Personal Leaves:

~~2.9.2~~ 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 a 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.

~~2.9.3~~ 2.12.2 Temporary Disability Leaves:

- 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.

2.9.4 2.12.3 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, parent ("covered relation"), parent in law, sibling, grandchild, grandparent, or a person designated by the employee, 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, employees are entitled to five days of unpaid leave in the event of a reproductive loss (CFRA). A "reproductive loss" means a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction.

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/CRFA. 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.

2.9.5 2.12.4 Other Types of Leave

- n. Voting Leave shall be granted to employees who do not have sufficient time outside of working hours to vote in a statewide election.
- a. 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 during regular working hours or released from jury duty earlier than expected. The employee shall be paid the difference between his/her full salary and any payment received for such duty, except travel pay.
- b. 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.
- c. 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.
- d. School Activity Leave (unpaid) shall be granted to eligible employees and is considered unpaid time off for an employee to participate in activities of their child's school. To be eligible for time off under this policy, an employee must be the parent, guardian, or grandparent of a child who is in kindergarten, in grades one through twelve, or attend a licensed child day care facility. In addition, the employee must provide reasonable notice of the planned absence to their supervisor before taking the time off. The employee may not take more than 40 hours (unpaid) off for this purpose in any year or more than eight hours off in any calendar month of the year. This policy covers non-exempt employees for any time missed and exempt employees for full days missed.

- e. Bereavement Leave (paid) shall be granted to employees who have been employed for at least 30 days before the start of leave. Bereavement leave includes five (5) days of paid leave for the death of a family member defined as the employee's spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law. Bereavement leave must be completed within three months of the family member's date of death, although the days do not need to be consecutive.
- f. Organ and Bone Marrow Donation Leave (unpaid) shall be granted to employees. Organ and Bone Marrow Donation Leave includes unpaid time off, not exceeding 30 business days in a one-year period, for an employee who is an organ donor, for the purpose of donating the employee's organ to another person. Additionally, it includes unpaid time off, not exceeding five business days in a one-year period, for an employee who is a bone marrow donor, for the purpose of donating the employee's bone marrow to another person.
- g. 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.
- h. Where leaves without pay are granted, other than for disciplinary purposes, and do not exceed two (2) weeks, general leave shall accrue.

32 2.12.5 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.

~~3.3~~ — 3.0

OUTSIDE EMPLOYMENT

~~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.~~

~~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.~~

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

~~3.4~~ — INTRODUCTORY PERIOD

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

~~3.4.1 — 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.~~

~~2.9.2 — 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.~~

~~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.~~

~~The introductory period may be extended no more than twice by the Executive Director for a period not to exceed ninety days per extension, in order to further evaluate the performance of the employee.~~

~~2.10~~ 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.~~

~~Temporary assignments shall be compensated per Section 2.5.~~

2.1³⁴ PROFESSIONAL DEVELOPMENT

Budgeted Authority funds may be used for attendance at professional development conferences, as approved by the Executive Director or designee.

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.

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.
- 3.2.15 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 2.9.1 and 2.9.2. 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.

~~(a) — 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 A annual salary survey for all established positions within the Authority will be completed every three years using comparator agencies. The years in between Salary Surveys the Salary Bands will be increased by the year over year CPI for the region in which the authority falls published by the BLS for February of that year. The Survey will establish a market range and midpoint for positions within the Authority.~~

~~(b) — 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.~~

~~4.2.2 Performance Zones — Each salary range shall be divided into four performance zones as follows:~~

- ~~(a) 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.~~
- ~~(b) 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.~~
- ~~(c) 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.~~
- ~~(d) 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.~~

~~4.2.3 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.~~

4.2.4 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.”

4.2.5 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.

4.2.6 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.

4.2.7 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~~ Customer Service Representative I

Band 2 – ~~Customer Service Representative II~~ Support

Band 3 – ~~Support~~ Professional Support

Band 4 – ~~Senior~~ Professional

Band 5 – Senior Professional Manager

Band 6 – ~~Manager~~ Director

Band 7- Director

4.2.8 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 rd Mon. in January |
| c) | Washington's Birthday | 3 rd Mon. in February |
| d) | Memorial Day | Last Mon. in May |
| e) | Independence Day | July 4 |
| f) | Labor Day | 1 st Mon. in September |
| g) | Veteran's Day | November 11 |
| h) | Thanksgiving Day | 4 th 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 |

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 40 hours or five 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, including the employee's

designated person. 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.

- (a) 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.
- (b) 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 1st, 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 1st, 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 USE OF PERSONAL OR AGENCY VEHICLES

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. Whether using a personal vehicle or an agency owned vehicle while doing work for the agency the 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.

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

2.2.2 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.

Temporary assignments shall be compensated per **Section 2.5**.

2.4 INTRODUCTORY PERIOD

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

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.

- 2.4.1 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.

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.

The introductory period may be extended no more than twice by the Executive Director for a period not to exceed ninety days per extension, in order to further evaluate the performance of the employee.

2.5 ATTENDANCE

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

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.*

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.

2.6 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.

2.7 ACTING PAY

Occasionally, a vacancy in the Agency would necessitate a staff member be appointed to an acting role, temporarily assuming duties for that position as well as continuing to be responsible for their existing duties. To be eligible for acting pay, the employee must agree to temporarily work in a position that has a higher pay level assignment than the employee's regular position. The employee acting in position retains his/her regular job title, with an "acting" designation for the temporary role.

In all cases, the employee must return to his or her regular position and regular rate of pay when the temporary assignment is over, which is at the discretion of the Executive Director. *Regular rate of pay* means the rate that would have been paid at that point in time had the temporary assignment not happened.

Acting pay is a *percentage* increase added to the employee's regular pay rate to be determined by the Executive Director.

2.8 HOURS OF WORK

The Administrative Office shall be open for the public between 9:00 a.m., and 12 p.m. and 1:30 pm and 4:00 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.

2.9 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.

2.10 REASONABLE ACCOMODATION

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Authority will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires accommodation in order to perform the essential functions of the job should contact the Director of Finance and request such accommodation. The individual with the disability should specify what accommodation they need to perform their job. The Authority then will conduct an interactive process to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform their job. The Authority will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the Authority will make the accommodation.

2.11 OUTSIDE EMPLOYMENT

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.

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.

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

2.12 LEAVES OF ABSENCE

2.12.1 Personal Leaves:

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 a 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.

2.12.2 Temporary Disability Leaves:

- 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.

2.12.3 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, parent ("covered relation"), parent in law, sibling, grandchild, grandparent, or a person designated by the employee, 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, employees are entitled to five days of unpaid leave in the event of a reproductive loss (CFRA). A "reproductive loss" means a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction.

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/CRFA. 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.

2.12.4 Other Types of Leave

- n. Voting Leave shall be granted to employees who do not have sufficient time outside of working hours to vote in a statewide election.
- a. 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 during regular working hours or released from jury duty earlier than expected. The employee shall be paid the difference between his/her full salary and any payment received for such duty, except travel pay.
- b. 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.
- c. 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.
- d. School Activity Leave (unpaid) shall be granted to eligible employees and is considered unpaid time off for an employee to participate in activities of their child's school. To be eligible for time off under this policy, an employee must be the parent, guardian, or grandparent of a child who is in kindergarten, in grades one through twelve, or attend a licensed child day care facility. In addition, the employee must provide reasonable notice of the planned absence to their supervisor before taking the time off. The employee may not take more than 40 hours (unpaid) off for this purpose in any year or more than eight hours off in any calendar month of the year. This policy covers non-exempt employees for any time missed and exempt employees for full days missed.

- e. Bereavement Leave (paid) shall be granted to employees who have been employed for at least 30 days before the start of leave. Bereavement leave includes five (5) days of paid leave for the death of a family member defined as the employee's spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law. Bereavement leave must be completed within three months of the family member's date of death, although the days do not need to be consecutive.
- f. Organ and Bone Marrow Donation Leave (unpaid) shall be granted to employees. Organ and Bone Marrow Donation Leave includes unpaid time off, not exceeding 30 business days in a one-year period, for an employee who is an organ donor, for the purpose of donating the employee's organ to another person. Additionally, it includes unpaid time off, not exceeding five business days in a one-year period, for an employee who is a bone marrow donor, for the purpose of donating the employee's bone marrow to another person.
- g. 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.
- h. Where leaves without pay are granted, other than for disciplinary purposes, and do not exceed two (2) weeks, general leave shall accrue.

2 2.12.5

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.

3.0

2.13 PROFESSIONAL DEVELOPMENT

Budgeted Authority funds may be used for attendance at professional development conferences, as approved by the Executive Director or designee.

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.

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.
- 3.2.15 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 2.9.1 and 2.9.2. 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.

- (a) Market Surveys – As part of the annual budget approval process, salary ranges will be established. A salary survey for all established positions within the Authority will be completed every three years using comparator agencies. The years in between Salary Surveys the Salary Bands will be increased by the year over year CPI for the region in which the authority falls published by the BLS for February of that year.

4.2.4 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.
- No salary increase shall be awarded in instances where a performance rating is "Needs Improvement" or "Unsatisfactory."

4.2.5 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.

4.2.6 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.

4.2.7 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 – Customer Service
Representative I

Band 2 – Customer Service
Representative II

Band 3 – Support

Band 4 – Professional

Band 5 – Senior Professional

Band 6 – Manager

Band 7- Director

4.2.8 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 rd Mon. in January |
| c) | Washington's Birthday | 3 rd Mon. in February |
| d) | Memorial Day | Last Mon. in May |
| e) | Independence Day | July 4 |

f)	Labor Day	1 st Mon. in September
g)	Veteran's Day	November 11
h)	Thanksgiving Day	4 th 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

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 40 hours or five 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, including the employee's designated person. 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.

- (a) 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.
- (b) 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 1st, 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 1st, 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 USE OF PERSONAL OR AGENCY VEHICLES

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. Whether using a personal vehicle or an agency owned vehicle while doing work for the agency the 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.

STAFF REPORT

SUBJECT: Set Board of Director Meeting Dates for 2026

FROM: Christy Wegener, Executive Director

DATE: November 3, 2025

Action Requested

Set dates for all regularly scheduled meetings of the Board of Directors for the upcoming calendar year 2026.

Background

The Authority Bylaws state that meetings of the Board of Directors will occur on the first Monday of each month. However, each year, a few meetings are rescheduled to accommodate meetings that fall on a holiday or on the day before or after a holiday. Rather than rescheduling these meetings on a month-by-month basis, we are asking the Board of Directors to adopt the following calendar of meetings for the entire year.

January 5, 2026

February 2, 2026

March 2, 2026

April 6, 2026

May 4, 2026

June 1, 2026

July 6, 2026

August 3, 2026 (August meetings are typically cancelled)

September 14, 2026 (Labor Day Holiday falls on Monday, September 7, 2025)

October 5, 2026

November 2, 2026

December 7, 2026

Recommendation

Staff recommend the Board of Directors adopt the above meeting calendar for 2026.

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY

STAFF REPORT

SUBJECT: Treasurer's Report for September 2025

FROM: Tamara Edwards, Director of Finance

DATE: November 3, 2025

Action Requested

Review and approve the LAVTA Treasurer's Report for September 2025.

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 September 1, 2025	\$2,416,780.43
Payments made	\$1,883,847.91
Deposits made	\$16,040,371.08
Transfer from Farebox Account	\$200,000.00
Ending balance September 30, 2025	\$16,773,303.60

Farebox account activity (106):

Beginning balance September 1, 2025	\$184,004.25
Deposits made	\$30,687.93
Transfer to General Checking	\$200,000
Ending balance September 30, 2025	\$14,692.18

LAIF investment account activity (135):

Beginning balance September 1, 2025	\$19,404,095.40
Ending balance September 30, 2025	\$19,404,095.40

Operating Expenditures and Revenues Summary:

As this is the third 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 25% The agency is at 23.81% overall.

Operating Revenues Summary:

While expenses are at 23.81% revenues are at 59%. However, this is normal for the start of the year and the agency has a healthy cash flow and reserve balance.

Contracts Executed in September by the Executive Director between \$50,000 and \$100,000.

None.

Recommendation

The Finance and Administration Committee recommend that the Board of Directors approve the September 2025 Treasurer's Report.

Attachments:

1. September 2025 Treasurer's Report

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
BALANCE SHEET
FOR THE PERIOD ENDING:
September 30, 2025

ASSETS:

101 PETTY CASH	200	
102 TICKET SALES CHANGE	240	
105 CASH - GENERAL CHECKING	16,773,304	
106 CASH - FIXED ROUTE ACCOUNT	14,692	
107 Clipper Cash	835,066	
109 BOC	46	
120 ACCOUNTS RECEIVABLE	(1,961,585)	
135 INVESTMENTS - LAIF	19,404,095	
13599 INVESTMENTS - LAIF Mark to Market	(43,343)	
14001 Due From Rail	2,930,530	
150 PREPAID EXPENSES	130,684	
160 OPEB ASSET	69,638	
165 DEFFERED OUTFLOW-Pension Related	777,421	
166 DEFFERED OUTFLOW-OPEB	593,386	
170 INVESTMENTS HELD AT CALTIP	0	
175 CEPPT RESTRICTED INVESTMENTS	310,502	
111 NET PROPERTY COSTS	57,761,136	
TOTAL ASSETS		97,596,011

LIABILITIES:

205 ACCOUNTS PAYABLE	(670,905)	
211 PRE-PAID REVENUE	2,853,203	
21101 Clipper to be distributed	740,720	
22000 FEDERAL INCOME TAXES PAYABLE	0	
22010 STATE INCOME TAX	58	
22020 FICA MEDICARE	(47)	
22050 PERS HEALTH PAYABLE	0	
22040 PERS RETIREMENT PAYABLE	(98)	
22030 SDI TAXES PAYABLE	23	
22070 AMERICAN FIDELITY INSURANCE PAYABLE	643	
22090 WORKERS' COMPENSATION PAYABLE	138,559	
22100 PERS-457	0	
22110 Direct Deposit Clearing	0	
22120 Compensated absences	126,117	
23101 Net Pension Liability	1,605,376	
23105 Deferred Inflow- OPEB Related	374,181	
23104 Deferred Inflow- Pension Related	141,094	
23103 INSURANCE CLAIMS PAYABLE	(345)	
23102 UNEMPLOYMENT RESERVE	7,889	
TOTAL LIABILITIES		5,316,469

FUND BALANCE:

301 FUND RESERVE	57,544,179	
304 GRANTS, DONATIONS, PAID-IN CAPITAL	32,164,157	
30401 SALE OF BUSES & EQUIPMENT	86,871	
FUND BALANCE	2,484,336	
TOTAL FUND BALANCE		92,279,542
TOTAL LIABILITIES & FUND BALANCE		97,596,011

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
REVENUE REPORT
FOR THE PERIOD ENDING:
September 30, 2025**

ACCOUNT	DESCRIPTION	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
4010100	Fixed Route Passenger Fares	1,412,201	37,667	96,149	1,316,052	6.8%
4020000	Business Park Revenues	270,000	0	20,100	249,900	7.4%
4020500	Special Contract Fares	614,195	0	0	614,195	0.0%
4020500	Special Contract Fares - Paratransit	24,000	0	0	24,000	0.0%
4010200	Paratransit Passenger Fares	121,850	7,378	23,095	98,755	19.0%
4060100	Concessions	24,828	0	0	24,828	0.0%
4060300	Advertising Revenue	195,000	0	195,000	-	100.0%
4070400	Miscellaneous Revenue-Interest	350,000	0	0	350,000	0.0%
4070300	Non transportation revenue	185,712	23,026	38,830	146,882	20.9%
4099100	TDA Article 4.0 - Fixed Route	15,427,044	15,211,305	15,211,305	215,739	98.6%
4099500	TDA Article 4.0-BART	86,923	0	0	86,923	0.0%
4099200	TDA Article 4.5 - Paratransit	420,861	0	0	420,861	0.0%
4099600	Bridge Toll- RM2, RM3	1,100,000	0	0	1,100,000	0.0%
4099900	Other local funds	183,000	0	0	183,000	0.0%
4110100	STA Funds-Paratransit	126,470	0	0	126,470	0.0%
4110500	STA Funds- Fixed Route BART	497,672	0	0	497,672	0.0%
4110100	STA Funds-pop	1,695,172	0	0	1,695,172	0.0%
4110100	STA Funds- rev	395,790	0	0	395,790	0.0%
4110100	STA Funds- Lifeline	84,188	0	0	84,188	0.0%
4130000	FTA Section	30,000	0	0	30,000	0.0%
4130000	FTA Section 5307 ADA Paratransit	666,894	0	0	666,894	0.0%
4640500	Measure BB Paratransit Funds-GAP	113,000	0	0	113,000	0.0%
4640200	Measure BB Paratransit Funds-Fixed Route	1,855,656	(10,021)	147,681	1,707,975	8.0%
4640200	Measure BB Paratransit Funds-Paratransit	924,303	(5,781)	72,083	852,220	7.8%
RAIL		0	0	0		
TOTAL REVENUE		26,804,759	15,263,572	15,804,242	11,000,517	59.0%

**LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
OPERATING EXPENDITURES
FOR THE PERIOD ENDING:
September 30, 2025**

	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED	
501 02 Salaries and Wages	\$2,136,783	\$163,569	\$487,547	\$1,649,237	22.82%	\$487,547
502 00 Personnel Benefits	\$1,485,015	\$65,305	\$361,517	\$1,122,998	24.34%	\$362,017
503 00 Professional Services	\$1,315,769	\$67,068	\$313,616	\$1,002,153	23.84%	\$313,616
503 05 Non-Vehicle Maintenance	\$1,040,973	\$72,674	\$274,731	\$766,242	26.39%	\$274,731
503 99 Communications	\$3,402	\$100	\$250	\$3,152	7.35%	\$250
504 01 Fuel and Lubricants	\$1,466,962	\$95,460	\$265,262	\$1,201,700	18.08%	\$265,262
504 03 Non contracted vehicle maintenance	\$2	\$0	\$0	\$2	0.00%	\$0
504 99 Office/Operating Supplies	\$34,802	\$983	\$1,127	\$33,675	3.24%	\$1,127
504 99 Printing	\$80,001	\$1,875	\$12,167	\$67,834	15.21%	\$12,167
505 00 Utilities	\$520,147	\$32,736	\$115,210	\$404,937	22.15%	\$115,210
506 00 Insurance	\$880,125	(\$16,880)	\$756,621	\$123,504	85.97%	\$756,621
507 99 Taxes and Fees	\$114,000	\$9,760	\$26,747	\$87,253	23.46%	\$26,747
508 01 Purchased Transportation Fixed Route	\$14,985,794	\$1,230,932	\$3,662,435	\$11,323,359	24.44%	\$3,662,435
2-508 02 Purchased Transportation Paratransit	\$2,106,303	\$9,667	\$18,673	\$2,087,630	0.89%	\$18,673
508 03 Purchased Transportation WOD	\$225,600	\$7,552	\$30,151	\$195,449	13.36%	\$30,151
509 00 Miscellaneous	\$214,039	\$9,486	\$35,611	\$178,428	16.64%	\$35,611
509 02 Professional Development	\$64,650	\$4,176	\$8,141	\$56,510	12.59%	\$8,140
509 08 Advertising	\$130,400	\$2,099	\$3,797	\$126,603	2.91%	\$3,797
TOTAL	\$26,804,768	\$1,756,562	\$6,373,603	\$20,430,664	23.78%	

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
CAPITAL REVENUE AND EXPENDITURE REPORT (Page 1 of 2)
FOR THE PERIOD ENDING:
September 30, 2025

ACCOUNT	DESCRIPTION	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
REVENUE DETAILS						
40799	Revenues from Insurance	28,000	30,963	30,963	(2,963)	110.58%
4090594	TDA (office and facility equip)	567,000	0	0	567,000	0.00%
4090194	TDA Shop repairs and replacement	1	0	0	1	0.00%
4091094	TDA Transit Center improvements	161,181	0	0	161,181	0.00%
409??94	TDA (Transit Capital)	100,000	0	0	100,000	0.00%
4092094	TDA (Major component rehab)	474,152	0	0	474,152	0.00%
4090094	TDA WiFi	1	0	0	1	0.00%
4091794	TDA bus stops	785,000	0	0	785,000	0.00%
4090694	TDA TSP	90,000	0	0	90,000	0.00%
4090994	TDA IT	81,400	0	0	81,400	0.00%
4090294	TDA Atlantis	13,173,526	0	0	13,173,526	0.00%
4090699	TSP TFCA	95,000	0	0	95,000	0.00%
4090696	BT TSP	2,682,736	0	0	2,682,736	0.00%
4091796	BT Bus Stops	230,000	0	0	230,000	0.00%
40923	TDA Buses	1,784,222	0	0	1,784,222	0.00%
4110900	State (SGR) Buses 2025	1	0	0	1	0.00%
4110200	State (LCTOP) Atlantis	656,983	0	0	656,983	0.00%
4110500	State (LCTOP) Rutan retrofit	1	0	0	1	0.00%
41309	FTA Buses	385,164	0	0	385,164	0.00%
41317	FTA bus stops	1,818,000	0	0	1,818,000	0.00%
41302	FTA Atlantis	1,060,318	0	0	1,060,318	0.00%
41305	FTA Rutan Retrofit	1	0	0	1	0.00%
41320	FTA Hybrid battery packs	536,606	0	0	536,606	0.00%
41310	FTA Transit Center	276,819	0	0	276,819	0.00%
41323	Buses	6,751,720	0	0	6,751,720	0.00%
46405	Measure BB Atlantis	1	0	0	1	0.00%
TOTAL REVENUE		31,737,833	30,963	30,963	24,955,149	0.10%

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY
CAPITAL REVENUE AND EXPENDITURE REPORT (Page 2 of 2)
FOR THE PERIOD ENDING:
September 30, 2025

ACCOUNT	DESCRIPTION	BUDGET	CURRENT MONTH	YEAR TO DATE	BALANCE AVAILABLE	PERCENT BUDGET EXPENDED
EXPENDITURE DETAILS						
CAPITAL PROGRAM - COST CENTER 07						
5550207	Atlantis Facility	14,890,827	0	0	14,890,827	0.00%
5550107	Shop Repairs and replacement	1	0	0	1	0.00%
5550107	Bus Wash	1	0	0	1	0.00%
5552307	Buses	8,921,106	0	0	8,921,106	0.00%
5550507	Office and Facility Equipment	567,000	46,209	47,207	519,793	8.33%
5551007	Transit Center Upgrades and Improvements	438,000	4,900	5,875	432,125	1.34%
5550607	TSP	2,867,736	6,978	6,978	2,860,758	0.24%
5550907	IT	81,400	0	0	81,400	0.00%
5550007	WIFI routers	1	0	0	1	0.00%
5551607	NON-REVENUE VEHICLES	37,964	37,964	37,964	0	100.00%
5551707	Bus Shelters and Stops	2,833,000	29,349	29,349	2,803,651	1.04%
5552007	Major component rehab	1,010,758	0	0	1,010,758	0.00%
555??07	Transit Capital	100,000	4,885	4,885	95,115	4.89%
TOTAL CAPITAL EXPENDITURES		31,747,794	130,284	132,258	31,615,536	0.42%
FUND BALANCE (CAPITAL)		-9960.53	(99,321)	(101,294)		
FUND BALANCE (CAPITAL & OPERATING)		-9,971.36	13,403,974	9,321,930		

REPORT.: Oct 20 25 Monday
RUN....: Oct 20 25 Time: 13:51
Run By.: Daniel Zepeda

LAVTA
Month End Cash Disbursements Report
Prior Period Report for 09-25 BANK ACCOUNT 105

Attachment 1

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

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
09-25	024629	09/12/25	AVI01 (AMADOR VALLEY INDUSTRIES)		658.45	.00	658.45	Automatic Generated Check
	024630	09/12/25	BAY08 (BAY CITY ELECTRIC WORKS)		3,499.49	.00	3,499.49	Automatic Generated Check
	024631	09/12/25	CAL05 (CALTEST LABS)		977.55	.00	977.55	Automatic Generated Check
	024632	09/12/25	GOG01 (GO GO GRANDPARENT)		1,271.02	.00	1,271.02	Automatic Generated Check
	024633	09/12/25	INT03 (INTERNATL EFFECTIVENESS)		180.00	.00	180.00	Automatic Generated Check
	024634	09/12/25	KIM02 (KIMLEY-HORN AND ASSOC, INC)		34,188.50	.00	34,188.50	Automatic Generated Check
	024635	09/12/25	SHI02 (SHI INTERNATIONAL CORP)		14,384.38	.00	14,384.38	Automatic Generated Check
	024636	09/26/25	CAL13 (CALIFORNIA TRANSIT)		2,794.31	.00	2,794.31	Automatic Generated Check
	024637	09/26/25	DFS01 (DOWNTOWN FORD SACRAMENTO)		37,963.53	.00	37,963.53	Automatic Generated Check
	024638	09/26/25	FR001 (FREMONT RUBBER STAMP CO)		60.17	.00	60.17	Automatic Generated Check
	024639	09/26/25	INT03 (INTERNATL EFFECTIVENESS)		2,502.00	.00	2,502.00	Automatic Generated Check
	024640	09/26/25	JTH01 (J. THAYER COMPANY)		439.56	.00	439.56	Automatic Generated Check
	024641	09/26/25	KIM02 (KIMLEY-HORN AND ASSOC, INC)		22,610.80	.00	22,610.80	Automatic Generated Check
	024642	09/26/25	TX254 (HOSSEIN SHAHRZAD)		452.82	.00	452.82	Automatic Generated Check
	024643	09/26/25	TX261 (SOUHYA UPADYHAY)		30.00	.00	30.00	Automatic Generated Check
	024644	09/26/25	TX262 (RICKY SHUM)		25.89	.00	25.89	Automatic Generated Check
	024645	09/26/25	TX263 (BARBARA STERRETT)		59.50	.00	59.50	Automatic Generated Check
	H16136	09/12/25	NTA01 (NTAV INC)		4,050.00	.00	4,050.00	NTA01, 1159, PO7939 EMERG
	H16138	09/12/25	PRE03 (PREMIER SECURITY SOLNS CO)		3,222.17	.00	3,222.17	PRE03, PSI-23356, MP2485
	H16183	09/12/25	AIM01 (AIM TO PLEASE JANITORIAL SER		4,500.00	.00	4,500.00	AIM01, 122, AUG-25 MONTHL
	H16184	09/12/25	AIM01 (AIM TO PLEASE JANITORIAL SER		7,400.00	.00	7,400.00	AIM01, 1139, AUG-25 BUS S
	H16185	09/12/25	CAL15 (CALTRONICS BUSINESS SYS)		182.51	.00	182.51	CAL15, 4441312, BIZHUB 7/
	H16186	09/12/25	CCL01 (CARPI & CLAY INC)		4,500.00	.00	4,500.00	CCL01, 25-08-LAVTA, AUG-2
	H16187	09/12/25	CNO01 (CIRCA NOW LLC)		3,000.00	.00	3,000.00	CNO01, 2188, PO7879 AUG-2
	H16188	09/12/25	CNO01 (CIRCA NOW LLC)		3,600.00	.00	3,600.00	CNO01, 2189, AUG-25 TO11-
	H16189	09/12/25	CNO01 (CIRCA NOW LLC)		4,393.75	.00	4,393.75	CNO01, 2190, AUG-25 TO12-
	H16190	09/12/25	COR01 (CORBIN WILLITS SYSTEMS)		332.35	.00	332.35	COR01, C508151, SEPT-25 S
	H16191	09/12/25	CRA02 (CRANTECH INC.)		1,205.00	.00	1,205.00	CRA02, 57724, AUG-25 QTRL
	H16192	09/12/25	DAY02 (DAY & NITE PEST CONTROL)		218.00	.00	218.00	DAY02, 205296, 8/21/25 PE
	H16193	09/12/25	LVE01 (LV EVENT RENTALS LLC)		5,108.09	.00	5,108.09	LVE01, 230646971, MP2523
	H16194	09/12/25	LIU02 (JOY LIU)		42.70	.00	42.70	LIU02, 8/17/25-8/27/25 MI
	H16195	09/12/25	LVE01 (LV EVENT RENTALS LLC)		2,422.01	.00	2,422.01	LVE01, 230665622, MP2504
	H16196	09/12/25	LYF01 (LYFT, INC)		7,304.16	.00	7,304.16	LYF01, 1206995, AUG-25 GO
	H16197	09/12/25	LYF01 (LYFT, INC)		247.51	.00	247.51	LYF01, 1206996, AUG-25 GO
	H16198	09/12/25	MAZ01 (MAZE & ASSOCIATES)		17,240.00	.00	17,240.00	MAZ01, 54289, FY25 AUDIT
	H16199	09/12/25	PAC11 (PACIFIC ENVIRONMENTAL SERVIC		260.00	.00	260.00	PAC11, 3030, AUG-25 RUTAN
	H16200	09/12/25	PAC11 (PACIFIC ENVIRONMENTAL SERVIC		260.00	.00	260.00	PAC11, 3031, AUG-25 ATLAN
	H16201	09/12/25	RMT01 (RMT LANDSCAPE CONTRACTORS IN		10,830.00	.00	10,830.00	RMT01, 20250846, 8/10/25 S
	H16202	09/12/25	SCF01 (SC FUELS)		24,711.68	.00	24,711.68	SCF01, 764537, 8/22/25 FU
	H16203	09/12/25	SCF01 (SC FUELS)		25,837.08	.00	25,837.08	SCF01, 767317, 8/28/25 FU
	H16204	09/12/25	SOL01 (SOLUTIONS FOR TRANSIT)		2,083.33	.00	2,083.33	SOL01, 25-0905LAVTA, AUG-
	H16205	09/12/25	TPA01 (TOWNSEND PUBLIC AFFAIRS INC)		6,000.00	.00	6,000.00	TPA01, 23978, SEPT-25 STA
	H16206	09/12/25	VOR01 (VORTEX INDUSTRIES, LLC.)		8,662.98	.00	8,662.98	VOR01, 432062158, MP2463
	H16207	09/12/25	YEA01 (JENNIFER YEAMANS)		39.20	.00	39.20	YEA01, 6/5/25-9/4/25 MILE
	H16208	09/12/25	AIRO2 (AIRESPRING)		3,621.61	.00	3,621.61	AIRO2, 200097077, 9/1/25-
	H16209	09/12/25	AMA03 (AMAZON BUSINESS SERVICES)		437.17	.00	437.17	AMA03, JULY-25 OFFICE SUP
	H16210	09/04/25	CAL10 (CALIFORNIA STATE DISBURSEMEN		120.46	.00	120.46	CAL10, CA STATE GARNISHME
	H16211	09/05/25	DIR02 (DIRECT DEPOSIT OF PAYROLL CH		52,614.20	.00	52,614.20	DIR02, PR DIRECT DEPOSIT
	H16212	09/02/25	DIR02 (DIRECT DEPOSIT OF PAYROLL CH		350.16	.00	350.16	DIR02, PR DIRECT DEPOSIT
	H16213	09/04/25	EFT01 (ELECTRONIC FUND TRANSFERS)		14,436.56	.00	14,436.56	EFT01, FEDERAL TAX 8/16/2
	H16214	09/02/25	EFT01 (ELECTRONIC FUND TRANSFERS)		177.74	.00	177.74	EFT01, FEDERAL TAX-BOD 8/
	H16215	09/10/25	EFT01 (ELECTRONIC FUND TRANSFERS)		1,722.04	.00	1,722.04	EFT01, FEDERAL TAX-FINAL
	H16216	09/04/25	EMP01 (EMPLOYMENT DEVEL DEPT)		4,867.88	.00	4,867.88	EMP01, STATE TAX 8/16/25-
	H16217	09/02/25	EMP01 (EMPLOYMENT DEVEL DEPT)		30.80	.00	30.80	EMP01, STATE TAX-BOD 8/1/
	H16218	09/10/25	EMP01 (EMPLOYMENT DEVEL DEPT)		483.14	.00	483.14	EMP01, STATE TAX-FINAL PA
	H16219	09/01/25	MER01 (MERCHANT SERVICES)		92.51	.00	92.51	MER01, AUG-25 MOA CC STAT
	H16220	09/01/25	MER01 (MERCHANT SERVICES)		119.77	.00	119.77	MER01, AUG-25 TC CC STATE
	H16221	09/10/25	MVT01 (MV TRANSPORTATION, INC.)		220,277.35	.00	220,277.35	MVT01, JULY-25 FIXED ROUT
	H16222	09/04/25	PER01 (PERS)		5,687.63	.00	5,687.63	PER01, PERS CLASSIC CONTR
	H16223	09/04/25	PER01 (PERS)		7,168.29	.00	7,168.29	PER01, PERS NEW CONTRIBUT
	H16224	09/12/25	PER02 (CALPERS RETIREMENT SYSTEM)		350.00	.00	350.00	PER02, GASB-68 REPORTING
	H16225	09/04/25	PER04 (CALPERS RETIREMENT SYSTEM)		2,787.37	.00	2,787.37	PER04, PERS 457 CONTRIBUT
	H16226	09/12/25	PEX01 (PEX CARD)		10,000.00	.00	10,000.00	PEX01, 9/3/25 PEX CARDS A
	H16227	09/12/25	SHE05 (SHELL)		84.95	.00	84.95	SHE05, AUG-25 CC STATEMEN
	H16228	09/12/25	STA01 (STATE COMPENSATION FUND)		1,292.33	.00	1,292.33	STA01, AUG-25 WORKER'S CO
	H16229	09/12/25	WEG01 (CHRISTY WEGENER)		322.00	.00	322.00	WEG01, 9/14/25-9/21/25 TR
	H16230	09/26/25	GHA01 (ARIAN GHANI)		92.40	.00	92.40	GHA01, 8/5/25-8/28/25 MIL
	H16231	09/26/25	WEG01 (CHRISTY WEGENER)		58.36	.00	58.36	WEG01, 7/17/25-9/16/25 EX
	H16232	09/25/25	MVT01 (MV TRANSPORTATION, INC.)		490,000.00	.00	490,000.00	MVT01, 135358, SEPT-25 1S
	H16233	09/30/25	MVT01 (MV TRANSPORTATION, INC.)		490,000.00	.00	490,000.00	MVT01, 135359, SEPT-25 2N
	H16234	09/26/25	TX242 (BONNIE WOLF)		60.00	.00	60.00	TX242, PARATAXI REIMBURSE
	H16235	09/26/25	TAX01 (HERB HASTINGS)		96.73	.00	96.73	TAX01, PARATAXI REIMBURSE
	H16236	09/26/25	OAK01 (OAKS BUSINESS PK OWNERS)		4,910.04	.00	4,910.04	OAK01, 4TH QTR 2025 BUSIN
	H16237	09/26/25	RMT01 (RMT LANDSCAPE CONTRACTORS IN		1,946.00	.00	1,946.00	RMT01, 20250960, MP2520 A
	H16238	09/26/25	RMT01 (RMT LANDSCAPE CONTRACTORS IN		1,392.00	.00	1,392.00	RMT01, 20250961, MP2519 T
	H16239	09/26/25	SDI01 (SDI PRESENCE LLC)		11,455.38	.00	11,455.38	SDI01, 20170, IT MODERNIZ
	H16240	09/26/25	SDI01 (SDI PRESENCE LLC)		11,630.50	.00	11,630.50	SDI01, 20346, IT MODERN-S
	H16241	09/26/25	TAC01 (TAC ENERGY)		25,754.31	.00	25,754.31	TAC01, 3258891, 9/9/25 FU
	H16242	09/26/25	TAC01 (TAC ENERGY)		26,940.28	.00	26,940.28	TAC01, 3265600, 9/16/25 F
	H16243	09/26/25	TPG01 (VILLAGE INSTANT PRINTING)		1,584.16	.00	1,584.16	TPG01, 82329, MP2531 FARE
	H16244	09/26/25	TTR01 (TRANSTRACK SYSTEMS INC)		8,477.00	.00	8,477.00	TTR01, 2022, APC CLEANSIN
	H16245	09/26/25	CAL10 (CALIFORNIA STATE DISBURSEMEN		120.46	.00	120.46	CAL10, CA STATE GARNISHME
	H16246	09/19/25	DIR02 (DIRECT DEPOSIT OF PAYROLL CH		52,656.75	.00	52,656.75	DIR02, PR DIRECT DEPOSIT
	H16247	09/18/25	EFT01 (ELECTRONIC FUND TRANSFERS)		14,408.11	.00	14,408.11	EFT01, FEDERAL TAX 8/30/2
	H16248	09/18/25	EMP01 (EMPLOYMENT DEVEL DEPT)		4,893.74	.00	4,893.74	EMP01, STATE TAX 8/30/25-
	H16249	09/18/25	PER01 (PERS)		5,687.63	.00	5,687.63	PER01, PERS CLASSIC CONTR
	H16250	09/26/25	PER01 (PERS)		7,164.70	.00	7,164.70	PER01, PERS NEW CONTRIBUT
	H16251	09/18/25	PER04 (CALPERS RETIREMENT SYSTEM)		2,795.34	.00	2,795.34	PER04, PERS 457 CONTRIBUT
	H16252	09/26/25	GAN01 (GANNETT FLEMING COMPANIES)		7,486.00	.00	7,486.00	GAN01, 56826, PO7865 TO2-
	H16253	09/26/25	GAN01 (GANNETT FLEMING COMPANIES)		24,813.35	.00	24,813.35	GAN01, 56828, PO7869 TO3-
	H16254	09/26/25	SPE03 (SPECTRIO LLC)		1,368.36	.00	1,368.36	SPE03, 1833694, ANNUAL ON
	H16255	09/30/25	BAN03 (BANKCARD CENTER)		12,119.27	.00	12,119.27	BAN03, AUG-25 BMO CC STAT
	H16256	09/30/25	DEP07 (DMV)		27.00	.00	27.00	DEP07, 44365468, REPLACUS
	H16257	09/30/25	CAL04 (CALIFORNIA WATER SERVICE)		1,140.66	.00	1,140.66	CAL04, 0198655555, BUS WA
	H16258	09/30/25	CAL04 (CALIFORNIA WATER SERVICE)		70.26	.00	70.26	CAL04, 2575555555, TC FIR
	H16259	09/30/25	CAL04 (CALIFORNIA WATER SERVICE)		63.48	.00	63.48	CAL04, 3616555555, TC WAT

REPORT.: Oct 20 25 Monday
 RUN....: Oct 20 25 Time: 13:51
 Run By.: Daniel Zepeda

LAVTA
 Month End Cash Disbursements Report
 Prior Period Report for 09-25 BANK ACCOUNT 105

Attachment 1
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 ID #: PY-CD
 CTL.: WHE

Period	Check Number	Check Date	Vendor # (Name)	Disc. Terms	Gross Amount	Disc Amount	Net Amount	Check Description
09-25	H16260	09/30/25	CAL04 (CALIFORNIA WATER SERVICE)		1,210.87	.00	1,210.87	CAL04, 4616555555, TC IRR
	H16261	09/30/25	CAL04 (CALIFORNIA WATER SERVICE)		93.67	.00	93.67	CAL04, 4755555555, MOA FI
	H16262	09/30/25	CAL04 (CALIFORNIA WATER SERVICE)		93.67	.00	93.67	CAL04, 5755555555, CONTRA
	H16263	09/30/25	CAL04 (CALIFORNIA WATER SERVICE)		1,863.69	.00	1,863.69	CAL04, 9098655555, MOA WA
	H16264	09/30/25	CIT06 (CITY OF LIVERMORE SEWER)		59.58	.00	59.58	CIT06, 138143-00, BUS WAS
	H16265	09/30/25	CIT06 (CITY OF LIVERMORE SEWER)		535.65	.00	535.65	CIT06, 133294-00, MOA WAT
	H16266	09/30/25	CIT06 (CITY OF LIVERMORE SEWER)		58.82	.00	58.82	CIT06, 133389-00, TRANSIT
	H16267	09/30/25	CIT07 (CITY OF LIVERMORE - WATER)		32.52	.00	32.52	CIT07, 139361-00, ATLANTI
	H16268	09/30/25	CIT07 (CITY OF LIVERMORE - WATER)		139.90	.00	139.90	CIT07, 139388-00, BUS WAS
	H16269	09/30/25	CIT07 (CITY OF LIVERMORE - WATER)		37.93	.00	37.93	CIT07, 139399-00, ATLANTI
	H16270	09/30/25	CIT07 (CITY OF LIVERMORE - WATER)		242.50	.00	242.50	CIT07, 138430-01, ATLANTI
	H16271	09/30/25	CIT07 (CITY OF LIVERMORE - WATER)		49.74	.00	49.74	CIT07, 138431-00, ATLANTI
	H16272	09/30/25	CIT07 (CITY OF LIVERMORE - WATER)		12.38	.00	12.38	CIT07, 138432-00, ATLANTI
	H16273	09/30/25	DIR01 (DIRECT TV)		24.00	.00	24.00	DIR01, 96X250911, 9/10/25
	H16274	09/30/25	DIR02 (DIRECT DEPOSIT OF PAYROLL CH		1,170.52	.00	1,170.52	DIR02, PR DIRECT DEPOSIT
	H16275	09/30/25	EFT01 (ELECTRONIC FUND TRANSFERS)		338.36	.00	338.36	EFT01, FEDERAL TAX BOD 9/
	H16276	09/30/25	LIV10 (LIVERMORE SANITATION INC)		2,828.42	.00	2,828.42	LIV10, 2950155, 8/1/25-8/
	H16277	09/30/25	PAC02 (PACIFIC GAS AND ELECTRIC)		15,252.71	.00	15,252.71	PAC02, 5809326332-3, MOA
	H16278	09/30/25	PAC02 (PACIFIC GAS AND ELECTRIC)		1,534.39	.00	1,534.39	PAC02, 6062256368-6, ATLA
	H16279	09/30/25	PAC02 (PACIFIC GAS AND ELECTRIC)		2,214.03	.00	2,214.03	PAC02, 7264840356-5, BUS
	H16280	09/30/25	PAC02 (PACIFIC GAS AND ELECTRIC)		178.72	.00	178.72	PAC02, 7649646868-7, DOOL
	H16281	09/30/25	PAC02 (PACIFIC GAS AND ELECTRIC)		364.37	.00	364.37	PAC02, 9007202117-4, MOA
	H16282	09/30/25	PAC02 (PACIFIC GAS AND ELECTRIC)		353.49	.00	353.49	PAC02, 9007202117-4, MOA
	H16283	09/30/25	PER03 (CAL PUB EMP RETIRE SYSTM)		43,587.35	.00	43,587.35	PER03, OCT-25 PERS HEALTH
Total for Bank Account 105 ----->					1,878,284.00	.00	1,878,284.00	
Grand Total of all Bank Accounts ----->					1,878,284.00	.00	1,878,284.00	

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 RUN....: Oct 20 25 Time: 14:06
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LAVTA
 Month End Payable Activity Report
 Prior Period Report for 09-25

Attachment 1

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Period	Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description
09-25	AIM01 (AIM TO PLEASE JANITORIAL SE	1139H	09/08/25	10/08/25	A	7400.00	AIM01, 1139, AUG-25 BUS STOP CLEANING SERVIC
		122AUG-25H	09/08/25	10/08/25	A	4500.00	AIM01, 122, AUG-25 MONTHLY JANITORIAL SERVIC
	Vendor's Total ----->					11900.00	
09-25	AIR02 (AIRESPRING)	200097077H	09/01/25	10/01/25	A	3621.61	AIR02, 200097077, 9/1/25-9/30/25 SERVICE
09-25	AMA03 (AMAZON BUSINESS SERVICES)	JULY-2025H	08/01/25	08/31/25	A	437.17	AMA03, JULY-25 OFFICE SUPPLIES
09-25	AVI01 (AMADOR VALLEY INDUSTRIES)	2963497	09/01/25	10/01/25	A	658.45	AVI01, 2963497, AUG-25 GARBAGE PICK UP SERVI
09-25	BAN03 (BANKCARD CENTER)	AUG-2025H	09/03/25	10/03/25	A	12119.27	BAN03, AUG-25 BMO CC STATEMENT
09-25	BAY08 (BAY CITY ELECTRIC WORKS)	W317985	09/08/25	10/08/25	A	3499.49	BAY08, W317985, MP2313 ANNUAL MAJOR MAINT &
09-25	CAL04 (CALIFORNIA WATER SERVICE)	198081925H	08/19/25	09/18/25	A	1140.66	CAL04, 0198655555, BUS WASH 7/18/25-8/18/25
		257082925H	08/29/25	09/28/25	A	70.26	CAL04, 2575555555, TC FIRE 9/1/25-9/30/25
		361090225H	09/02/25	10/02/25	A	63.48	CAL04, 3616555555, TC WATER 8/1/25-8/29/25
		461090225H	09/02/25	10/02/25	A	1210.87	CAL04, 4616555555, TC IRRG 8/1/25-8/29/25
		475082925H	08/29/25	09/28/25	A	93.67	CAL04, 4755555555, MOA FIRE 9/1/25-9/30/25
		575082925H	08/29/25	09/28/25	A	93.67	CAL04, 5755555555, CONTRACTOR FIRE 9/1/25-9/30/25
		909081925H	08/19/25	09/18/25	A	1863.69	CAL04, 9098655555, MOA WATER 7/18/25-8/18/25
	Vendor's Total ----->					4536.30	
09-25	CAL05 (CALTEST LABS)	732677	08/28/25	09/27/25	A	977.55	CAL05, 732677, 2025 RUTAN ANNUAL COMPLIANCE
09-25	CAL10 (CALIFORNIA STATE DISBURSEME	20250829H	09/03/25	10/03/25	A	120.46	CAL10, CA STATE GARNISHMENT 8/16/25-8/29/25
		20250912H	09/17/25	10/17/25	A	120.46	CAL10, CA STATE GARNISHMENT 8/30/25-9/12/25
	Vendor's Total ----->					240.92	
09-25	CAL13 (CALIFORNIA TRANSIT)	312025AUG	09/10/25	10/10/25	A	2794.31	CAL13, AUG-25 INSURANCE CLAIMS
09-25	CAL15 (CALTRONICS BUSINESS SYS)	4441312H	08/15/25	09/14/25	A	182.51	CAL15, 4441312, BIZHUB 7/16/25-8/15/25
09-25	CCL01 (CARPI & CLAY INC)	25-08LAVTH	09/01/25	10/01/25	A	4500.00	CCL01, 25-08-LAVTA, AUG-25 FEDERAL ADVOCACY
09-25	CIT06 (CITY OF LIVERMORE SEWER)	BW081925H	08/19/25	09/18/25	A	59.58	CIT06, 138143-00, BUS WASH 7/15/25-8/19/25
		TC090925H	09/09/25	10/09/25	A	58.82	CIT06, 133389-00, TRANSIT CENTER 8/12/25-9/9/25
		MOA081925H	08/19/25	09/18/25	A	535.65	CIT06, 133294-00, MOA WATER 7/15/25-8/19/25
	Vendor's Total ----->					654.05	
09-25	CIT07 (CITY OF LIVERMORE - WATER)	361081925H	08/19/25	09/18/25	A	32.52	CIT07, 139361-00, ATLANTIS CT SEWER 7/15-8/1
		388090325H	09/03/25	10/03/25	A	139.90	CIT07, 139388-00, BUS WASH 8/5/25-9/3/25
		399081925H	08/19/25	09/18/25	A	37.93	CIT07, 139399-00, ATLANTIS ST SEWER 7/15-8/1
		430081925H	08/19/25	09/18/25	A	242.50	CIT07, 138430-01, ATLANTIS INDOOR 7/15/25-8/1
		431090325H	09/03/25	10/03/25	A	49.74	CIT07, 138431-00, ATLANTIS IRRG 8/5/25-9/3/2
		432081925H	08/19/25	09/18/25	A	12.38	CIT07, 138432-00, ATLANTIS FIRE 7/15/25-8/19
	Vendor's Total ----->					514.97	
09-25	CNO01 (CIRCA NOW LLC)	2188H	09/05/25	10/05/25	A	3000.00	CNO01, 2188, PO7879 AUG-25 WEBSITE MANAGE &
		2189H	09/05/25	10/05/25	A	3600.00	CNO01, 2189, AUG-25 TO11-PROJECT MANAGEMENT
		2190H	09/05/25	10/05/25	A	4393.75	CNO01, 2190, AUG-25 TO12-AD HOC CREATIVE & D
	Vendor's Total ----->					10993.75	
09-25	COR01 (CORBIN WILLITS SYSTEMS)	C508151H	08/15/25	09/14/25	A	332.35	COR01, C508151, SEPT-25 SERVICE
09-25	CRA02 (CRANETECH INC.)	57724H	08/27/25	09/26/25	A	1205.00	CRA02, 57724, AUG-25 QTRLY CRANE PREVENTIVE
09-25	DAY02 (DAY & NITE PEST CONTROL)	205296H	08/26/25	09/25/25	A	218.00	DAY02, 205296, 8/21/25 PEST SERVICE
09-25	DEP07 (DMV)	44365468H	09/22/25	10/22/25	A	27.00	DEP07, 44365468, REPLACEMENT TITLE VIN #0997
09-25	DFS01 (DOWNTOWN FORD SACRAMENTO)	2018580	09/10/25	10/10/25	A	37963.53	DFS01, 2018580, PO7942 2025 FORD ESCAPE HYBR
09-25	DIR01 (DIRECT TV)	96X250911H	09/11/25	10/11/25	A	24.00	DIR01, 96X250911, 9/10/25-10/9/25 SERVICE
09-25	DIR02 (DIRECT DEPOSIT OF PAYROLL C	20250829H	09/03/25	10/03/25	A	52614.20	DIR02, PR DIRECT DEPOSIT 8/16/25-8/29/25
		20250912H	09/17/25	10/17/25	A	52656.75	DIR02, PR DIRECT DEPOSIT 8/30/25-9/12/25
		20250831BH	08/31/25	09/30/25	A	350.16	DIR02, PR DIRECT DEPOSIT-BOD 8/1/25-8/31/25

REPORT.: Oct 20 25 Monday
 RUN....: Oct 20 25 Time: 14:06
 Run By.: Daniel Zepeda

LAVTA
 Month End Payable Activity Report
 Prior Period Report for 09-25

Attachment 1
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 ID #: PY-AC
 CTL.: WHE

Period	Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description
09-25	DIR02 (DIRECT DEPOSIT OF PAYROLL)	C20250930BH	09/30/25	10/30/25	A	1170.52	DIR02, PR DIRECT DEPOSIT BOD 9/1/25-9/30/25
			Vendor's Total ----->			106791.63	
09-25	EFT01 (ELECTRONIC FUND TRANSFERS)	20250829H	09/03/25	10/03/25	A	14436.56	EFT01, FEDERAL TAX 8/16/25-8/29/25
		20250912H	09/17/25	10/17/25	A	14408.11	EFT01, FEDERAL TAX 8/30/25-9/12/25
		20250831BH	08/29/25	09/28/25	A	177.74	EFT01, FEDERAL TAX-BOD 8/1/25-8/31/25
		20250909FH	09/08/25	10/08/25	A	1722.04	EFT01, FEDERAL TAX-FINAL PAY L DOMAGAS 8/30-
		20250930BH	09/29/25	10/29/25	A	338.36	EFT01, FEDERAL TAX BOD 9/1/25-9/30/25
			Vendor's Total ----->			31082.81	
09-25	EMP01 (EMPLOYMENT DEVEL DEPT)	20250829H	09/03/25	10/03/25	A	4867.88	EMP01, STATE TAX 8/16/25-8/29/25
		20250912H	09/17/25	10/17/25	A	4893.74	EMP01, STATE TAX 8/30/25-9/12/25
		20250831BH	08/29/25	09/28/25	A	30.80	EMP01, STATE TAX-BOD 8/1/25-8/31/25
		20250909FH	09/08/25	10/08/25	A	483.14	EMP01, STATE TAX-FINAL PAY L DOMAGAS 8/30-9/
			Vendor's Total ----->			10275.56	
09-25	FRE01 (FREMONT RUBBER STAMP CO)	182034	01/29/25	02/28/25	A	60.17	FRE01, 182034, MP2320 BOARD MEMBER NAME PLAT
09-25	GAN01 (GANNETT FLEMING COMPANIES)	56826H	09/22/25	10/22/25	A	7486.00	GAN01, 56826, PO7865 TO2-HYDROGEN RETROFIT 8
		56828H	09/22/25	10/22/25	A	24813.35	GAN01, 56828, PO7869 TO3-HYDROGEN RETROFIT 8
			Vendor's Total ----->			32299.35	
09-25	GHA01 (ARIAN GHANI)	0805-0828H	09/11/25	10/11/25	A	92.40	GHA01, 8/5/25-8/28/25 MILEAGE REIMBURSEMENT
09-25	GOG01 (GO GO GRANDPARENT)	4417	08/31/25	09/30/25	A	916.24	GOG01, 4417, AUG-25 GO TRI VALLEY RIDES
		4418	08/31/25	09/30/25	A	354.78	GOG01, 4418, AUG-25 GO PARATAXI RIDES
			Vendor's Total ----->			1271.02	
09-25	INT03 (INTERNATL EFFECTIVENESS)	43595	08/13/25	09/12/25	A	2502.00	INT03, 43595, MP2405 LAVTA CODE OF CONDUCT T
		43607	09/05/25	10/05/25	A	180.00	INT03, 43607, LAVTA SATISFACTION SURVEY TRAS
			Vendor's Total ----->			2682.00	
09-25	JTH01 (J. THAYER COMPANY)	1733881-0	09/11/25	10/11/25	A	439.56	JTH01, 1733881-0, 9/11/25 PRINTING PAPER
09-25	KIM02 (KIMLEY-HORN AND ASSOC, INC)	30750581	04/30/25	05/30/25	A	8250.00	KIM02, 30750581, APR-25 TO6-LAVTA DISPATCH F
		32077967	06/17/25	07/17/25	A	16425.80	KIM02, 32077967, PO7864 TO1-FACILITY ENHANCE
		32341825	07/31/25	08/30/25	A	4900.00	KIM02, 32341825, JULY-25 TO7-STREETLIGHTS RA
		32747112	08/25/25	09/24/25	A	11623.00	KIM02, 32747112, PO7864 TO1-FACILITY ENHANCE
		32797076	07/31/25	08/30/25	A	2437.50	KIM02, 32797076, JULY-25 TO6-LAVTA DISPATCH
		32885774	09/03/25	10/03/25	A	6978.00	KIM02, 32885774, PO7900 TO3-CLOUD BASED TSP
		33016121	08/31/25	09/30/25	A	4885.00	KIM02, 33016121, TO8-WEST DUBLIN/GOLDEN GATE
		33107525	09/22/25	10/22/25	A	1300.00	KIM02, 33107525, PO7864 TO1-FACILITY ENHANCE
			Vendor's Total ----->			56799.30	
09-25	LIU02 (JOY LIU)	0817-0827H	09/10/25	10/10/25	A	42.70	LIU02, 8/17/25-8/27/25 MILEAGE REIMBURSEMENT
09-25	LIV10 (LIVERMORE SANITATION INC)	2950155H	09/01/25	10/01/25	A	2828.42	LIV10, 2950155, 8/1/25-8/31/25 GARBAGE SERVI
09-25	LVE01 (LV EVENT RENTALS LLC)	230646971H	07/29/25	08/28/25	A	5108.09	LVE01, 230646971, MP2523 EQUIPMENT RENTAL-RO
		230665622H	07/29/25	08/28/25	A	2422.01	LVE01, 230665622, MP2504 A&V EQUIPMENT RENT-
			Vendor's Total ----->			7530.10	
09-25	LYF01 (LYFT, INC)	1206995H	08/31/25	09/30/25	A	7304.16	LYF01, 1206995, AUG-25 GO TRI VALLEY
		1206996H	08/31/25	09/30/25	A	247.51	LYF01, 1206996, AUG-25 GO SAN RAMON
			Vendor's Total ----->			7551.67	
09-25	MAZ01 (MAZE & ASSOCIATES)	54289H	08/29/25	09/28/25	A	17240.00	MAZ01, 54289, FY25 AUDIT WORK #2-8/29/25
09-25	MER01 (MERCHANT SERVICES)	TC083125H	08/31/25	09/30/25	A	119.77	MER01, AUG-25 TC CC STATEMENT
		MOA083125H	08/31/25	09/30/25	A	92.51	MER01, AUG-25 MOA CC STATEMENT
			Vendor's Total ----->			212.28	
09-25	MVT01 (MV TRANSPORTATION, INC.)	135358H	09/03/25	10/03/25	A	490000.00	MVT01, 135358, SEPT-25 1ST INSTALL PAYMENT
		135359H	09/03/25	10/03/25	A	490000.00	MVT01, 135359, SEPT-25 2ND INSTALL PAYMENT
		JULY-2025H	08/03/25	09/02/25	A	220277.35	MVT01, JULY-25 FIXED ROUTE MONTHLY SERVICE
			Vendor's Total ----->			1200277.35	

REPORT.: Oct 20 25 Monday
 RUN....: Oct 20 25 Time: 14:06
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LAVTA
 Month End Payable Activity Report
 Prior Period Report for 09-25

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Period	Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description
09-25	NTA01 (NTAV INC)	1159H	08/19/25	09/18/25	A	4050.00	NTA01, 1159, PO7939 EMERGENCY NETWORK SUPPOR
09-25	OAK01 (OAKS BUSINESS PK OWNERS)	4THQTR-25H	10/01/25	10/31/25	A	4910.04	OAK01, 4TH QTR 2025 BUSINESS PARK DUES
09-25	PAC02 (PACIFIC GAS AND ELECTRIC)	580090425H	09/04/25	10/04/25	A	15252.71	PAC02, 5809326332-3, MOA ELECTRIC 7/30/25-8/
		606090225H	09/02/25	10/02/25	A	1534.39	PAC02, 6062256368-6, ATLANTIS 7/28/25-8/25/2
		726082825H	08/28/25	09/27/25	A	2214.03	PAC02, 7264840356-5, BUS STOPS 7/21/25-8/18/
		764081525H	08/15/25	09/14/25	A	178.72	PAC02, 7649646868-7, DOOLAN TWR 7/11/25-8/10
		900081225H	08/12/25	09/11/25	A	364.37	PAC02, 9007202117-4, MOA GAS 7/12/25-8/11/25
		900091125H	09/11/25	10/11/25	A	353.49	PAC02, 9007202117-4, MOA GAS 8/12/25-9/10/25
		Vendor's Total ----->				19897.71	
09-25	PAC11 (PACIFIC ENVIRONMENTAL SERVI	3030H	09/03/25	10/03/25	A	260.00	PAC11, 3030, AUG-25 RUTAN MONTHLY SERVICE
		3031H	09/03/25	10/03/25	A	260.00	PAC11, 3031, AUG-25 ATLANTIS MONTHLY SERVICE
		Vendor's Total ----->				520.00	
09-25	PER01 (PERS)	20250829CH	09/03/25	10/03/25	A	5687.63	PER01, PERS CLASSIC CONTRIBUTION 8/16/25-8/2
		20250829NH	09/03/25	10/03/25	A	7168.29	PER01, PERS NEW CONTRIBUTION 8/16/25-8/29/25
		20250912CH	09/17/25	10/17/25	A	5687.63	PER01, PERS CLASSIC CONTRIBUTION 8/30/25-9/1
		20250912NH	09/17/25	10/17/25	A	7164.70	PER01, PERS NEW CONTRIBUTION 8/30/25-9/12/25
		Vendor's Total ----->				25708.25	
09-25	PER02 (CALPERS RETIREMENT SYSTEM)	GASB-2025H	08/25/25	09/24/25	A	350.00	PER02, GASB-68 REPORTING FEES FY26
09-25	PER03 (CAL PUB EMP RETIRE SYSTM)	OCT-2025H	09/14/25	10/14/25	A	43587.35	PER03, OCT-25 PERS HEALTH INSURANCE
09-25	PER04 (CALPERS RETIREMENT SYSTEM)	20250829H	09/03/25	10/03/25	A	2787.37	PER04, PERS 457 CONTRIBUTION 8/16/25-8/29/25
		20250912H	09/17/25	10/17/25	A	2795.34	PER04, PERS 457 CONTRIBUTION 8/30/25-9/12/25
		Vendor's Total ----->				5582.71	
09-25	PEX01 (PEX CARD)	9-3DEPOSIH	09/05/25	10/05/25	A	10000.00	PEX01, 9/3/25 PEX CARDS ACCOUNT DEPOSIT
09-25	PRE03 (PREMIER SECURITY SOLNS CO)	PSI-23356H	08/19/25	09/18/25	A	3222.17	PRE03, PSI-23356, MP2485 TELGUARD COMMUNICAT
09-25	RMT01 (RMT LANDSCAPE CONTRACTORS I	20250846H	08/15/25	09/14/25	A	10830.00	RMT01, 20250846, 8/10/25-9/9/25 LANDSCAPING
		20250960H	09/19/25	10/19/25	A	1946.00	RMT01, 20250960, MP2520 ATLANTIS REPAIR-VALV
		20250961H	09/19/25	10/19/25	A	1392.00	RMT01, 20250961, MP2519 TC REPAIR-BROKEN VAL
		Vendor's Total ----->				14168.00	
09-25	SCF01 (SC FUELS)	764537H	08/22/25	09/21/25	A	24711.68	SCF01, 764537, 8/22/25 FUEL DELIVERY
		767317H	08/28/25	09/27/25	A	25837.08	SCF01, 767317, 8/28/25 FUEL DELIVERY
		Vendor's Total ----->				50548.76	
09-25	SDI01 (SDI PRESENCE LLC)	20170H	08/31/25	09/30/25	A	11455.38	SDI01, 20170, IT MODERNIZATION/CONSULTING 8/
		20346H	08/31/25	09/30/25	A	11630.50	SDI01, 20346, IT MODERN-SYSTEM ENGINEER 8/31
		Vendor's Total ----->				23085.88	
09-25	SHE05 (SHELL)	AUG-2025H	09/06/25	10/06/25	A	84.95	SHE05, AUG-25 CC STATEMENT GAS CARDS
09-25	SHI02 (SHI INTERNATIONAL CORP)	B20203512	08/29/25	09/28/25	A	14384.38	SHI02, B20203512, PO7936 CROWDSTRIKE FALCON
09-25	SOL01 (SOLUTIONS FOR TRANSIT)	25-0905LAH	09/05/25	10/05/25	A	2083.33	SOL01, 25-0905LAVTA, AUG-25 CLIPPER ANALYSIS
09-25	SPE03 (SPECTRIO LLC)	1833694H	09/01/25	10/01/25	A	1368.36	SPE03, 1833694, ANNUAL ON-HOLD SERVICE 9/25-
09-25	STA01 (STATE COMPENSATION FUND)	AUG-2025H	08/21/25	09/20/25	A	1292.33	STA01, AUG-25 WORKER'S COMP PREMIUM
09-25	TAC01 (TAC ENERGY)	3258891H	09/10/25	10/10/25	A	25754.31	TAC01, 3258891, 9/9/25 FUEL DELIVERY
		3265600H	09/18/25	10/18/25	A	26940.28	TAC01, 3265600, 9/16/25 FUEL DELIVERY
		Vendor's Total ----->				52694.59	
09-25	TAX01 (HERB HASTINGS)	0808-0822H	09/10/25	10/10/25	A	96.73	TAX01, PARATAXI REIMBURSEMENT 8/8/25-8/22/25
09-25	TPA01 (TOWNSEND PUBLIC AFFAIRS INC	23978H	09/01/25	10/01/25	A	6000.00	TPA01, 23978, SEPT-25 STATE ADVOCACY/CONSULT
09-25	TPG01 (VILLAGE INSTANT PRINTING)	82329H	09/11/25	10/11/25	A	1584.16	TPG01, 82329, MP2531 FARES & POLICIES BROCHU

REPORT.: Oct 20 25 Monday
 RUN....: Oct 20 25 Time: 14:06
 Run By.: Daniel Zepeda

LAVTA
 Month End Payable Activity Report
 Prior Period Report for 09-25

Attachment 1
 PAGE: 004
 ID #: PY-AC
 CTL.: WHE

Period	Vendor # (Name)	Invoice Number	Invoice Date	Due Date	Disc. Terms	Gross Amount	Description
09-25	TTR01 (TRANSTRACK SYSTEMS INC)	2022H	09/12/25	10/12/25	A	8477.00	TTR01, 2022, APC CLEANSING & RIDECHECK 10/25
09-25	TX242 (BONNIE WOLF)	0819-0825H	09/10/25	10/10/25	A	60.00	TX242, PARATAXI REIMBURSEMENT 8/19/25-8/25/2
09-25	TX254 (HOSSEIN SHAHRZAD)	0701-0730 0804-0828	09/10/25 09/10/25	10/10/25 10/10/25	A A	290.54 162.28	TX254, PARATAXI REIMBURSEMENT 7/1/25-7/30/25 TX254, PARATAXI REIMBURSEMENT 8/4/25-8/28/25
		Vendor's Total ----->				452.82	
09-25	TX261 (SOUMYA UPADYHAY)	07-20-25	09/10/25	10/10/25	A	30.00	TX261, PARATAXI REIMBURSEMENT 7/20/25
09-25	TX262 (RICKY SHUM)	0808-0811	09/10/25	10/10/25	A	25.89	TX262, PARATAXI REIMBURSEMENT 8/8/25-8/11/25
09-25	TX263 (BARBARA STERRETT)	0726-0804	09/10/25	10/10/25	A	59.50	TX263, PARATAXI REIMBURSEMENT 7/26/25-8/4/25
09-25	VOR01 (VORTEX INDUSTRIES, LLC.)	432062158H	07/11/25	08/10/25	A	8662.98	VOR01, 432062158, MP2463 REPLACE FIRE RATED
09-25	WEG01 (CHRISTY WEGENER)	0717-0916H 0914-0921H	09/19/25 09/11/25	10/19/25 10/11/25	A A	58.36 322.00	WEG01, 7/17/25-9/16/25 EXPENSE REIMBURSEMENT WEG01, 9/14/25-9/21/25 TRAVEL PER DIEM
		Vendor's Total ----->				380.36	
09-25	YEA01 (JENNIFER YEAMANS)	0605-0904H	09/05/25	10/05/25	A	39.20	YEA01, 6/5/25-9/4/25 MILEAGE REIMBURSEMENT
Total of Purchases -->						1878284.00	

MINUTES OF THE OCTOBER 6, 2025
LAVTA BOARD OF DIRECTORS MEETING

1. Call to Order and Pledge of Allegiance

2. Roll Call of Members

Members Present

Julie Testa – Chair, City of Pleasanton
David Haubert – Vice Chair, County of Alameda
Evan Branning – City of Livermore
Jean Josey – City of Dublin
Craig Eicher – City of Pleasanton
Kristy Wang – City of Livermore
Michael McCorriston – City of Dublin

3. Meeting Open to Public

No public comments received online or in person

4. Meeting Minutes, September 3rd, 2025 Tri Valley Accessible Advisory Committee

Herb Hastings reported on the meeting minutes from the September 3, 2025 TAAC meeting. Hastings mentioned that Committee members were supportive of a 25-cent fare increase for paratransit. There was also a suggestion for decreasing the age for senior fares on fixed route. He also stated that a pad has been scheduled to be installed at the First and Neal location in Pleasanton.

5. Paratransit Ad Hoc Committee Report Out from October 2, 2025

Director Josey and Director Branning gave an update on the Paratransit Joint Ad Hoc Committee meeting, including current KPIs and contractor challenges. The Committee will be looking at making a recommendation for the option year by the end of 2025, as well as recommendations for modifications needed in the option years and in a future joint contract. The Committee discussed branding, adding subcontractors, and exploring redundancies to improve efficiency while maintaining clarity for riders.

6. Consent Agenda

Recommend approval of all items on Consent Agenda as follows:

A. Minutes of the September 8, 2025 Board of Directors Meeting.

B. Treasurer's Report for August 2025

Approve the August 2025 Treasurer's Report.

C. Route 501 Service Reduction – Open Public Comment Period and Set the Public Hearing

Approve opening the public comment period and setting a public hearing for November 3, 2025 to hear public comments regarding the reduction of service on Route 501.

D. Award of Multiyear SaaS Agreement with Swiftly, Inc.

Approve Resolution 29-2025, authorizing the Executive Director to execute a three-year agreement with Swiftly, Inc in a form approved by legal counsel for the purchase of the on-Time Performance, Operator Reports, Realtime Passenger Predictions and Run Time modules in an amount not-to-exceed \$339.427

E. 2025 Summer Youth Ride Free Promotion

Receive an informational update on the 2025 Summer Youth Ride Free promotion.

No public comment received online or in person on the consent agenda.

Approval of Consent Agenda Items A-E

Motion/Second: McCorriston / Eicher

(with the condition of correction to the numbering to the consent items in the minutes)

Aye: Josey, Testa, McCorriston, Eicher, Branning, Haubert, Wang

No: None

Abstain:

Absent: None

7. Purchase of Four 40-Foot and Four 35-Foot Diesel-Electric Hybrid Replacement Buses

Staff presented to the Board for approval of Resolution 28-2025, authorizing the Executive Director to execute documents, in a form approved by Legal Counsel, to purchase four (4) new 35-foot and four (4) new 40-foot diesel-electric hybrid replacement buses in accordance with LAVTA's FY22–FY31 Capital Improvement Program (CIP). Board members inquired about tariffs and whether additional funding sources had been explored and asked about any contingencies, provisions, or protections included in the contract. Legal Counsel provided a legal perspective to the discussion. The Board subsequently approved Resolution 28-2025 as presented.

No public comment received online or in person.

Motion/Second: Eicher/Branning

Aye: Josey, Testa, McCorriston, Eicher, Branning, Haubert, Wang

No: None

Abstain:

Absent: None

8. FY26 Fare Increase Proposal: Open Public Comment Period and Set the Public Hearing

Executive Director Wegener presented to the Board the final Draft Fare Increase Proposal which includes advertising an adult single ride fare of up to \$2.50, recommending opening of the public comment period from October 7 to November 7, 2025, and setting a public hearing for the November 3, 2025 Board meeting. Wegener noted that both committees were in agreement regarding advertising a higher fare of \$2.50 and have advanced the recommendation to the Board. The Board suggested that additional context be included in public outreach materials for the hearing to help the public understand the rationale behind the increase.

Director Branning requested additional information be brought back to address the TAAC's comments about lowering the age of the senior discount.

Public Comment Received:

Herb Hastings – Expressed concern about how senior citizens with fixed incomes may be affected by the proposed fare increase.

Motion/Second: Josey / McCorriston

Aye: Josey, Testa, McCorriston, Eicher, Branning, Haubert, Wang

No: None

Abstain: None

Absent: None

9. Executive Director's Report

Executive Director Wegener reported that August 2025 ridership showed a slight decline compared to the previous year. LAVTA's Fixed Route Contractor, MV Transportation held safety campaigns and passed its annual audit with zero issues. The Fixed Route Customer Satisfaction Survey is underway, and preparations for the 2025 LAVTA Bus Rodeo are progressing. Executive Director Wegener informed the Board that the 2028 Olympics organization is seeking buses for loan, and LAVTA staff will return with information on liability and mode of transport for the games. Legal also updated the Board on recent changes in disadvantaged business enterprise (DBE).

No public comments received online or in-person.

10. Matters Initiated by the Board of Directors

No Matters were initiated.

11. Next Meeting Date is Scheduled for: November 3, 2025

12. Adjournment

Meeting adjourned at 5:07pm.

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY

STAFF REPORT

SUBJECT: Update to LAVTA's Human Resource Policy

FROM: Tamara Edwards, Director of Finance

DATE: November 3, 2025

Action Requested

Approval of Resolution 30-2025 and the updated Human Resources Policy.

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, in October of 2014, in January 2020, and again in June 2024.

Discussion

Since the last adoption of this policy members of the Board of Directors expressed the desire to change the section of the policy regarding the regularity of salary studies. LAVTA's Employer Risk Management Authority (ERMA) insurance also provided a request to clarify LAVTA's reasonable accommodation procedures. Additionally, staff removed the section regarding control points, performance zones, and comp ratio in regard to salary increases, and staff also reorganized sections of the policy for clarity.

A "Red Line" version of this policy is attached for reference.

Next Steps

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

Recommendation

The Finance and Administration Committee recommend that the Board of Directors approve Resolution 30-2025 and the updated Human Resources Policy.

Attachments:

1. Resolution 30-2025
2. Proposed Human Resources Policy (with tracked changes)
3. Proposed Human Resources Policy (without tracked changes)

RESOLUTION 30-2025

**A RESOLUTION OF THE BOARD OF DIRECTORS 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 6th, 2014 updating the Human Resources Policy, and

WHEREAS, Resolution 30-2020 was adopted by the LAVTA Board on January 6th, 2020 updating the Human Resources Policy, and

WHEREAS, Resolution 16-2024 was adopted by the LAVTA Board on June 3rd, 2024 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 3rd day of November 2025.

Julie Testa, Chair

ATTEST:

Christy Wegener, Executive Director

Approved as to form:

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 — ~~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.

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

2.2.2 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.

Temporary assignments shall be compensated per **Section 2.5.**

2.4 INTRODUCTORY PERIOD

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

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.

-

2.4.1 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.

-

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.

-

The introductory period may be extended no more than twice by the Executive Director for a period not to exceed ninety days per extension, in order to further evaluate the performance of the employee.

2.2.2

2.3 2.5 ATTENDANCE

Employees shall be in attendance at their job in accordance with the rules regarding hours of work, holidays and leaves 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 2.6 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~~ 2.7 — ACTING PAY

Occasionally, a vacancy in the Agency would necessitate a staff member be appointed to an acting role, temporarily assuming duties for that position as well as continuing to be responsible for their existing duties. To be eligible for acting pay, the employee must agree to temporarily work in a position that has a higher pay level assignment than the employee's regular position. The employee acting in position retains his/her regular job title, with an "acting" designation for the temporary role.

In all cases, the employee must return to his or her regular position and regular rate of pay when the temporary assignment is over, which is at the discretion of the Executive Director. *Regular rate of pay* means the rate that would have been paid at that point in time had the temporary assignment not happened.

~~2.6~~ Acting pay is a *percentage* increase added to the employee's regular pay rate to be determined by the Executive Director.

~~2.7~~ 2.8 HOURS OF WORK

The Administrative Office shall be open for the public between 9:00 a.m., and 12 p.m. and 1:30 pm and 4:00 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.

~~2.8~~ 2.9 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.

2.10 REASONABLE ACCOMODATION

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Authority will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires accommodation in order to perform the essential functions of the job should contact the Director of Finance and request such accommodation. The individual with the disability should specify what accommodation they need to perform their job. The Authority then will conduct an interactive process to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform their job. The Authority will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the Authority will make the accommodation.

2.11 OUTSIDE EMPLOYMENT

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.

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.

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

~~2.9~~ 2.12 LEAVES OF ABSENCE

~~2.9.1~~ 2.12.1 Personal Leaves:

~~2.9.2~~ 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 a 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.

~~2.9.3~~ 2.12.2 Temporary Disability Leaves:

- 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.

2.9.4 2.12.3 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, parent ("covered relation"), parent in law, sibling, grandchild, grandparent, or a person designated by the employee, 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, employees are entitled to five days of unpaid leave in the event of a reproductive loss (CFRA). A "reproductive loss" means a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction.

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/CRFA. 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.

2.9.5 2.12.4 Other Types of Leave

- n. Voting Leave shall be granted to employees who do not have sufficient time outside of working hours to vote in a statewide election.
- a. 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 during regular working hours or released from jury duty earlier than expected. The employee shall be paid the difference between his/her full salary and any payment received for such duty, except travel pay.
- b. 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.
- c. 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.
- d. School Activity Leave (unpaid) shall be granted to eligible employees and is considered unpaid time off for an employee to participate in activities of their child's school. To be eligible for time off under this policy, an employee must be the parent, guardian, or grandparent of a child who is in kindergarten, in grades one through twelve, or attend a licensed child day care facility. In addition, the employee must provide reasonable notice of the planned absence to their supervisor before taking the time off. The employee may not take more than 40 hours (unpaid) off for this purpose in any year or more than eight hours off in any calendar month of the year. This policy covers non-exempt employees for any time missed and exempt employees for full days missed.

- e. Bereavement Leave (paid) shall be granted to employees who have been employed for at least 30 days before the start of leave. Bereavement leave includes five (5) days of paid leave for the death of a family member defined as the employee's spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law. Bereavement leave must be completed within three months of the family member's date of death, although the days do not need to be consecutive.
- f. Organ and Bone Marrow Donation Leave (unpaid) shall be granted to employees. Organ and Bone Marrow Donation Leave includes unpaid time off, not exceeding 30 business days in a one-year period, for an employee who is an organ donor, for the purpose of donating the employee's organ to another person. Additionally, it includes unpaid time off, not exceeding five business days in a one-year period, for an employee who is a bone marrow donor, for the purpose of donating the employee's bone marrow to another person.
- g. 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.
- h. Where leaves without pay are granted, other than for disciplinary purposes, and do not exceed two (2) weeks, general leave shall accrue.

32 2.12.5 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.

~~3.3~~ — 3.0

OUTSIDE EMPLOYMENT

~~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.~~

~~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.~~

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

~~3.4~~ — INTRODUCTORY PERIOD

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

~~3.4.1 — 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.~~

~~2.9.2 — 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.~~

~~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.~~

~~The introductory period may be extended no more than twice by the Executive Director for a period not to exceed ninety days per extension, in order to further evaluate the performance of the employee.~~

~~2.10~~ 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.~~

~~Temporary assignments shall be compensated per Section 2.5.~~

2.1³⁴ PROFESSIONAL DEVELOPMENT

Budgeted Authority funds may be used for attendance at professional development conferences, as approved by the Executive Director or designee.

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.

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.
- 3.2.15 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 2.9.1 and 2.9.2. 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.

~~(a) — 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 A annual salary survey for all established positions within the Authority will be completed every three years using comparator agencies. The years in between Salary Surveys the Salary Bands will be increased by the year over year CPI for the region in which the authority falls published by the BLS for February of that year. The Survey will establish a market range and midpoint for positions within the Authority.~~

~~(b) — 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.~~

~~4.2.2 Performance Zones — Each salary range shall be divided into four performance zones as follows:~~

- ~~(a) 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.~~
- ~~(b) 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.~~
- ~~(c) 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.~~
- ~~(d) 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.~~

~~4.2.3 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.~~

4.2.4 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.”

4.2.5 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.

4.2.6 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.

4.2.7 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~~ Customer Service Representative I

Band 2 – ~~Customer Service Representative II~~ Support

Band 3 – ~~Support~~ Professional Support

Band 4 – ~~Senior~~ Professional

Band 5 – Senior Professional Manager

Band 6 – ~~Manager~~ Director

Band 7- Director

4.2.8 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 rd Mon. in January |
| c) | Washington's Birthday | 3 rd Mon. in February |
| d) | Memorial Day | Last Mon. in May |
| e) | Independence Day | July 4 |
| f) | Labor Day | 1 st Mon. in September |
| g) | Veteran's Day | November 11 |
| h) | Thanksgiving Day | 4 th 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 |

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 40 hours or five 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, including the employee's

designated person. 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.

- (a) 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.
- (b) 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 1st, 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 1st, 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 USE OF PERSONAL OR AGENCY VEHICLES

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. Whether using a personal vehicle or an agency owned vehicle while doing work for the agency the 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.

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

2.2.2 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.

Temporary assignments shall be compensated per **Section 2.5**.

2.4 INTRODUCTORY PERIOD

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

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.

- 2.4.1 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.

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.

The introductory period may be extended no more than twice by the Executive Director for a period not to exceed ninety days per extension, in order to further evaluate the performance of the employee.

2.5 ATTENDANCE

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

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.*

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.

2.6 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.

2.7 ACTING PAY

Occasionally, a vacancy in the Agency would necessitate a staff member be appointed to an acting role, temporarily assuming duties for that position as well as continuing to be responsible for their existing duties. To be eligible for acting pay, the employee must agree to temporarily work in a position that has a higher pay level assignment than the employee's regular position. The employee acting in position retains his/her regular job title, with an "acting" designation for the temporary role.

In all cases, the employee must return to his or her regular position and regular rate of pay when the temporary assignment is over, which is at the discretion of the Executive Director. *Regular rate of pay* means the rate that would have been paid at that point in time had the temporary assignment not happened.

Acting pay is a *percentage* increase added to the employee's regular pay rate to be determined by the Executive Director.

2.8 HOURS OF WORK

The Administrative Office shall be open for the public between 9:00 a.m., and 12 p.m. and 1:30 pm and 4:00 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.

2.9 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.

2.10 REASONABLE ACCOMODATION

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Authority will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Any applicant or employee who requires accommodation in order to perform the essential functions of the job should contact the Director of Finance and request such accommodation. The individual with the disability should specify what accommodation they need to perform their job. The Authority then will conduct an interactive process to identify the barriers that interfere with the equal opportunity of the applicant or employee to perform their job. The Authority will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the Authority will make the accommodation.

2.11 OUTSIDE EMPLOYMENT

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.

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.

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

2.12 LEAVES OF ABSENCE

2.12.1 Personal Leaves:

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 a 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.

2.12.2 Temporary Disability Leaves:

- 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.

2.12.3 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, parent ("covered relation"), parent in law, sibling, grandchild, grandparent, or a person designated by the employee, 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, employees are entitled to five days of unpaid leave in the event of a reproductive loss (CFRA). A "reproductive loss" means a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction.

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/CRFA. 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.

2.12.4 Other Types of Leave

- n. Voting Leave shall be granted to employees who do not have sufficient time outside of working hours to vote in a statewide election.
- a. 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 during regular working hours or released from jury duty earlier than expected. The employee shall be paid the difference between his/her full salary and any payment received for such duty, except travel pay.
- b. 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.
- c. 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.
- d. School Activity Leave (unpaid) shall be granted to eligible employees and is considered unpaid time off for an employee to participate in activities of their child's school. To be eligible for time off under this policy, an employee must be the parent, guardian, or grandparent of a child who is in kindergarten, in grades one through twelve, or attend a licensed child day care facility. In addition, the employee must provide reasonable notice of the planned absence to their supervisor before taking the time off. The employee may not take more than 40 hours (unpaid) off for this purpose in any year or more than eight hours off in any calendar month of the year. This policy covers non-exempt employees for any time missed and exempt employees for full days missed.

- e. Bereavement Leave (paid) shall be granted to employees who have been employed for at least 30 days before the start of leave. Bereavement leave includes five (5) days of paid leave for the death of a family member defined as the employee's spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law. Bereavement leave must be completed within three months of the family member's date of death, although the days do not need to be consecutive.
- f. Organ and Bone Marrow Donation Leave (unpaid) shall be granted to employees. Organ and Bone Marrow Donation Leave includes unpaid time off, not exceeding 30 business days in a one-year period, for an employee who is an organ donor, for the purpose of donating the employee's organ to another person. Additionally, it includes unpaid time off, not exceeding five business days in a one-year period, for an employee who is a bone marrow donor, for the purpose of donating the employee's bone marrow to another person.
- g. 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.
- h. Where leaves without pay are granted, other than for disciplinary purposes, and do not exceed two (2) weeks, general leave shall accrue.

2 2.12.5

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.

3.0

2.13 PROFESSIONAL DEVELOPMENT

Budgeted Authority funds may be used for attendance at professional development conferences, as approved by the Executive Director or designee.

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.

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.
- 3.2.15 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 2.9.1 and 2.9.2. 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.

- (a) Market Surveys – As part of the annual budget approval process, salary ranges will be established. A salary survey for all established positions within the Authority will be completed every three years using comparator agencies. The years in between Salary Surveys the Salary Bands will be increased by the year over year CPI for the region in which the authority falls published by the BLS for February of that year.

4.2.4 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.
- No salary increase shall be awarded in instances where a performance rating is "Needs Improvement" or "Unsatisfactory."

4.2.5 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.

4.2.6 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.

4.2.7 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 – Customer Service
Representative I

Band 2 – Customer Service
Representative II

Band 3 – Support

Band 4 – Professional

Band 5 – Senior Professional

Band 6 – Manager

Band 7- Director

4.2.8 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 rd Mon. in January |
| c) | Washington's Birthday | 3 rd Mon. in February |
| d) | Memorial Day | Last Mon. in May |
| e) | Independence Day | July 4 |

f)	Labor Day	1 st Mon. in September
g)	Veteran's Day	November 11
h)	Thanksgiving Day	4 th 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

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 40 hours or five 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, including the employee's designated person. 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.

- (a) 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.
- (b) 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 1st, 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 1st, 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 USE OF PERSONAL OR AGENCY VEHICLES

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. Whether using a personal vehicle or an agency owned vehicle while doing work for the agency the 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.

STAFF REPORT

SUBJECT: Set Board of Director Meeting Dates for 2026

FROM: Christy Wegener, Executive Director

DATE: November 3, 2025

Action Requested

Set dates for all regularly scheduled meetings of the Board of Directors for the upcoming calendar year 2026.

Background

The Authority Bylaws state that meetings of the Board of Directors will occur on the first Monday of each month. However, each year, a few meetings are rescheduled to accommodate meetings that fall on a holiday or on the day before or after a holiday. Rather than rescheduling these meetings on a month-by-month basis, we are asking the Board of Directors to adopt the following calendar of meetings for the entire year.

January 5, 2026

February 2, 2026

March 2, 2026

April 6, 2026

May 4, 2026

June 1, 2026

July 6, 2026

August 3, 2026 (August meetings are typically cancelled)

September 14, 2026 (Labor Day Holiday falls on Monday, September 7, 2025)

October 5, 2026

November 2, 2026

December 7, 2026

Recommendation

Staff recommend the Board of Directors adopt the above meeting calendar for 2026.