

## STAFF REPORT

SUBJECT: Update to LAVTA's Human Resource Policy

FROM: Tamara Edwards, Director of Finance

DATE: October 28, 2025

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### **Action Requested**

Staff requests the Finance and Administration Committee forward Resolution 30-2025 to the Board of Directors for Approval.

### **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**

Staff requests that the Finance and Administration Committee forward Resolution xx-2025 and the updated Human Resources Policy to the Board of Directors for approval.

Attachments:

1. Resolution 30-2025 adopting the LAVTA Human Resources Policy
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 6<sup>th</sup>, 2014 updating the Human Resources Policy, and

**WHEREAS**, Resolution 30-2020 was adopted by the LAVTA Board on January 6<sup>th</sup>, 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.

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Julie Testa, Chair

ATTEST:

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Christy Wegener, Executive Director

Approved as to form:

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Michael Conneran, Legal Counsel

LIVERMORE AMADOR VALLEY TRANSIT AUTHORITY  
HUMAN RESOURCES POLICY

1. GENERAL PROVISIONS

1.1 PURPOSE

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

1.2 SCOPE —~~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.

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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.

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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.

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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.

#### 1. 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.~~

### 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.~~

## 2.1<sup>34</sup> 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.

~~(+) — 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.~~

~~(+) — 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:~~

- ~~(-) Zone One (85% through 95% of control point): This portion of the range is typically considered to be that into which a new employee is hired. However, where circumstances warrant, employees may be hired up to the control point.~~
- ~~(-) Zone Two (96% through 104% of the control point): This is the portion of the salary range to which an employee may normally expect to progress. Most employees will achieve and maintain a salary within this portion of the range.~~
- ~~(-) Zone Three (105% through 111% of the control point): Only those employees whose performance, over time, exceeds expectations will achieve and maintain a salary that falls within this portion of the range.~~
- ~~(-) Zone Four (111% through 115% of the control point): Only those employees whose performance, over time, far exceeds expectations will achieve and maintain a salary that falls within this portion of the range.~~

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

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 1<sup>st</sup>, 2010) shall be the amount necessary to pay the cost of his/her enrollment, including the enrollment of his/her family members, in a health benefit plan up to a maximum of the full premium contribution for the highest premium HMO (PERSCare is not an HMO).
- 5.6.3 Annuitants hired on or after July 1<sup>st</sup>, 2010 require a minimum of ten years of CalPERS service credit in order to qualify to receive a 50% employer contribution. Five of those ten years must be performed at LAVTA. Each additional service credit year after ten years increases the employer contribution percentage by 5% until 20 years of service is reached, at which time the retiring employee is eligible for 100% of the employer contribution.
- 5.6.4 Employees and their eligible dependents shall be provided with a dental care plan. The Authority shall pay the premium for this dental care plan for both the employee and eligible dependents. The premium paid by the Authority for regular part-time employees shall be prorated as defined in section 5.10 of this policy.
- 5.6.6 Employees and their eligible dependents shall be enrolled in a vision care plan. The premium for the vision care plan for both the employee and eligible dependents shall be paid by the Authority. The premium paid by the Authority for regular part-time employees shall be prorated.
- 5.6.7 It is the employee's responsibility to notify the Authority regarding any changes in dependent status.

## 5.7 DISABILITY INSURANCE

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

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

5.7 LIFE ACCIDENTAL DEATH & DISMEMBERMENT

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

5.8 TRANSIT PASS

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

5.9 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 <sup>rd</sup> Mon. in January  |
| c) | Washington's Birthday       | 3 <sup>rd</sup> Mon. in February |
| d) | Memorial Day                | Last Mon. in May                 |
| e) | Independence Day            | July 4                           |

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

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 1<sup>st</sup>, 2010) shall be the amount necessary to pay the cost of his/her enrollment, including the enrollment of his/her family members, in a health benefit plan up to a maximum of the full premium contribution for the highest premium HMO (PERSCare is not an HMO).
- 5.6.3 Annuitants hired on or after July 1<sup>st</sup>, 2010 require a minimum of ten years of CalPERS service credit in order to qualify to receive a 50% employer contribution. Five of those ten years must be performed at LAVTA. Each additional service credit year after ten years increases the employer contribution percentage by 5% until 20 years of service is reached, at which time the retiring employee is eligible for 100% of the employer contribution.

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

## 5.7 DISABILITY INSURANCE

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

## 5.7 LIFE ACCIDENTAL DEATH & DISMEMBERMENT

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

## 5.8 TRANSIT PASS

In accordance with the LAVTA Employee Free Ride Policy, all employees and eligible family members/dependents, as defined in the Policy, are eligible to ride Wheels Fixed Route transit service at no cost. In addition, employees riding Dial-A-Ride Paratransit must be certified

eligible for participation in the ADA paratransit program, in which case free rides on Dial-A-Ride will be available only for work related trips.

#### 5.9 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.