



MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

Join on Zoom: <https://www.zoom.us/j/87972683373>

Webinar ID: 879 7268 3373

Monday, February 7, 2022

Until further notice the Marin County Transit District meetings will not be providing an in-person meeting location for the public to attend. Members of the public are encouraged to participate remotely as described below.

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Zoom: To join Webinar visit <https://www.zoom.us/j/87972683373>

Webinar ID: 879 7268 3373

Teleconference: Members of the public wishing to participate via teleconference, can do so on **February 7, 2022: +1 669 900 6833**; Access Code: **879 7268 3373**.

How to provide comment on agenda items:

- To provide written public comment prior to the meeting, please email info@marintransit.org or use the comment form available at <https://www.marintransit.org/meetings> to submit your meeting-related comments on this agenda. Please submit your comments no later than **5:00 P.M. Sunday, February 6, 2022** to facilitate timely distribution to the Board of Directors. Please include the agenda item number you are addressing and include your name and address. Your comments will be forwarded to the Board of Directors and will be included in the written public record.
- During the meeting: Ensure that you are in a quiet environment with no background noise (traffic, children, pets, etc.) To raise your hand on Zoom press ***9** and wait to be called upon by the President or the Clerk to speak. You will be notified that your device has been unmuted when it is your turn to speak. You will be warned prior to your allotted time being over. Your comments will be included in the public record.
- Public commenting during public meetings is limited to two minutes per speaker unless a different time limit is announced. The Board President may limit the length of comments during public meetings due to the number of persons wishing to speak or if comments become repetitious or irrelevant.

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MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS

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AGENDA

Monday, February 7, 2022

10:00 a.m. Convene as the Marin County Transit District Board of Directors

1. Open Time for Public Expression
(Limited to two minutes per speaker on items not on the District's agenda)
2. Board of Directors' Matters
3. General Manager's Report
 - a. General Manager's Oral Report
 - b. [Monthly Monitoring Report: November 2021](#)
4. Consent Calendar
 - a. [Adoption of Resolution 2022-02 Allowing for Continued Remote Public Meetings Under State Assembly Bill \(AB\) 361](#)
 - b. [Update on Fiscal Year 2021/22 Contracting Opportunities and Awards](#)
 - c. [Ratify Action Taken by General Manager and add \\$100,000 contingency authorization to construction contract at 3000 Kerner](#)
 - d. [Review and Approve Update to Personnel Policies & Procedures](#)
Recommended Action: Approve.
5. [Service Costs and Financial Trends](#)
Recommended Action: Information Only

Convene in Closed Session

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

California Government Code section 54956.9(d)(1).

Name of Case: *Austin Goodwin v. Marin County Transit District*, U.S. District Court, Northern District of California, Case No. 3:21-cv-7251-JSC

PUBLIC EMPLOYEE PERFORMANCE EVALUATION

California Government Code Section 54957

Title: General Manger

Report from Closed Session

Adjourn



All Marin Transit public meetings are conducted in accessible locations. Copies of documents are available in accessible formats upon request. If you require Translation Assistance, American Sign Language Interpreters, Assistive Listening Devices or other accommodations to participate in this meeting, you may request them by calling (415) 226-0855 (voice) or contact the California Relay Service by dialing 711 to connect to the telephone listed above. **Requests must be received no less than five working days prior to the meeting to help ensure availability.** For additional information, visit our website at <http://www.marintransit.org>

Late agenda material can be inspected in the office of Marin Transit, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. The office is located at 711 Grand Avenue, Suite 110, San Rafael, CA 94901.

In case of Zoom outage dial 515-604-9094. Meeting ID: 142-334-233

Todas las reuniones públicas de Marin Transit se llevan a cabo en lugares accesibles. Están disponibles copias de los documentos en formatos accesibles, a solicitud. Si usted requiere ayuda con la traducción, intérpretes de Lenguaje Americano de Señas, dispositivos de ayuda auditiva, u otras adaptaciones para participar en esta reunión, puede solicitarlas llamando al (415) 226-0855 (voz) o comunicarse con el Servicio California Relay marcando al 711 para conectarse al número de teléfono mencionado. **Las solicitudes deben recibirse a más tardar cinco días laborables antes de la reunión para ayudar a asegurar la disponibilidad.** Para obtener información adicional, visite nuestro sitio web en <http://www.marintransit.org>

Material de agenda de última hora puede ser inspeccionado en la oficina de Marin Transit, entre las horas de 8:00 am y 5:00 pm. La oficina está ubicada en 711 Grand Avenue, Suite 110, San Rafael, CA 94901.

En caso de interrupción de Zoom, marque al 515-604-9094. ID de Reunión 142-334-233



marin transit

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February 7, 2022

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

**SUBJECT: General Manager Report – Monthly Report:
November 2021**

Dear Board Members:

board of directors

stephanie moulton-peters
president
supervisor district 3

katie rice
vice president
supervisor district 2

eric lucan
2nd vice president
city of novato

judy arnold
director
supervisor district 5

kate colin
director
city of san rafael

damon connolly
director
supervisor district 1

dennis rodoni
director
supervisor district 4

brian colbert
alternate
town of san anselmo

RECOMMENDATION: This is a recurring information item.

SUMMARY: The attached monthly report provides an overview of Marin Transit operations for the monthly period ending November 30, 2021. The monthly reports summarize statistics on the performance of Marin Transit services and customer comments.

Overall systemwide ridership in November 2021 increased by 66.8 percent compared to November 2020, which represents a 30.2 percent decrease from the pre-COVID ridership in November 2019 and a 6.6 percent decrease from October 2021.

Ridership on fixed-route services increased by 59.8 percent from the prior year, which is a 29.5 percent decline compared to pre-COVID in November 2019. Ridership on Marin Access services increased by 59.2 percent compared to November 2020, which represents a 49.6 percent decline from November 2019. November 2021 was the twenty-first month of ridership affected by the ongoing COVID-19 global pandemic.

Additional detailed analyses of system performance and trends are provided in separate quarterly and annual reports, including route-level statistics and financials. These reports are available on the District's website at <https://marintransit.org/service-performance-and-reports>.

FISCAL/STAFFING IMPACT: None associated with this report.

Respectfully submitted,

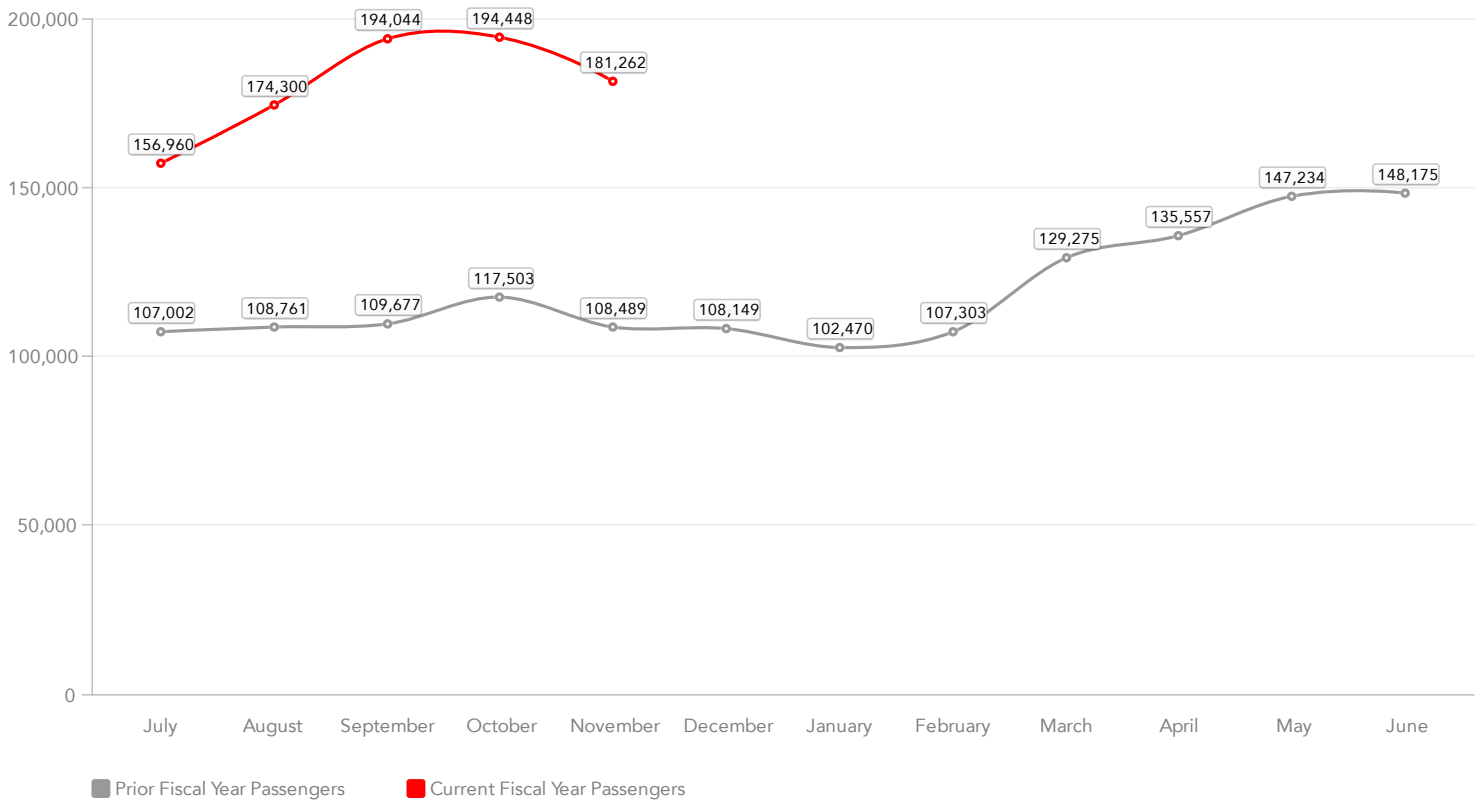
Nancy Whelan
General Manager

Attachments

FISCAL YEAR MONTH
 2022 All

Year-to-Date Ridership Trends

Fixed-Route Passengers (incl. Yellow Bus) by Month



Demand Response Passengers by Month

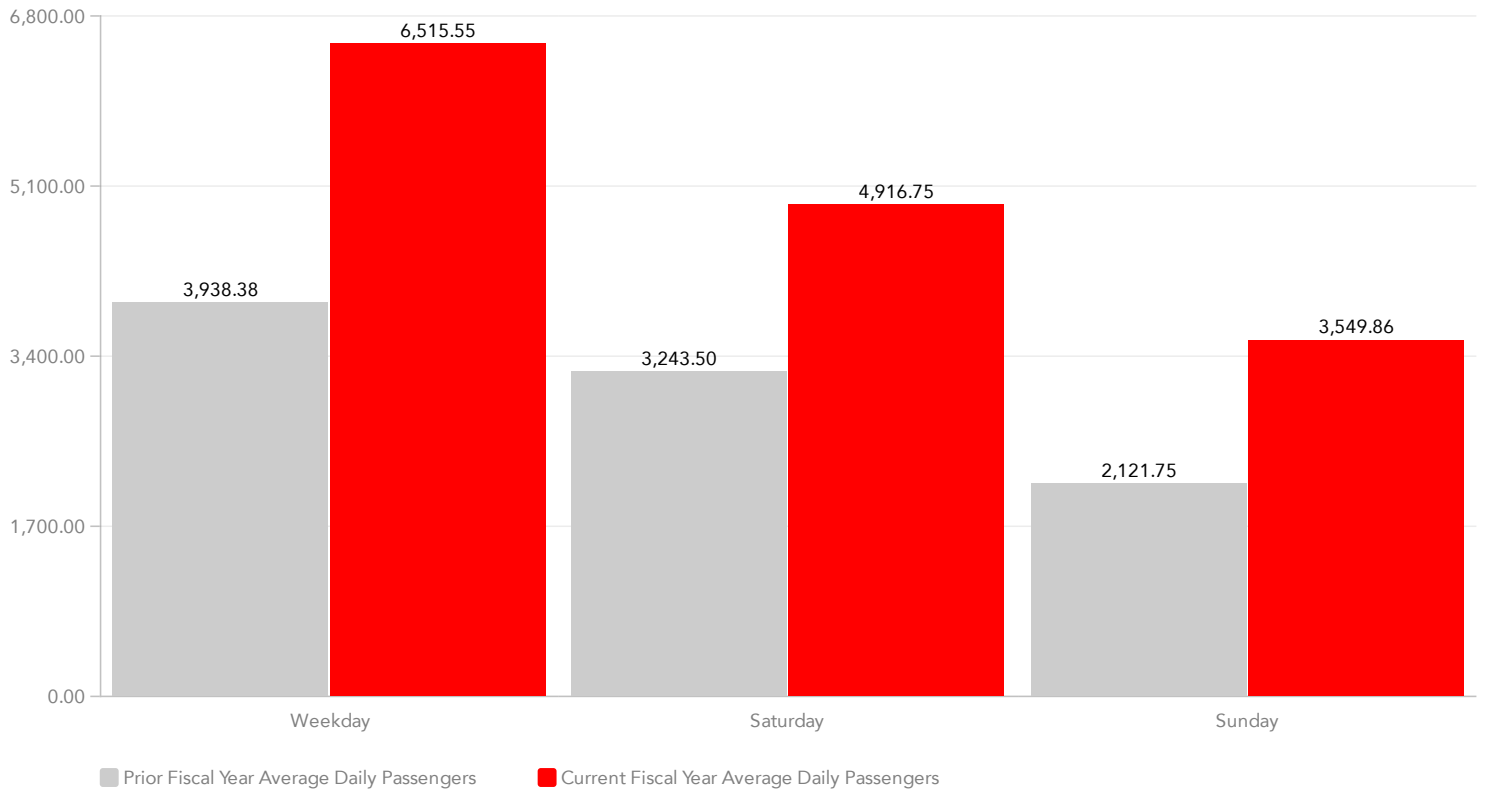


Monthly Comparison

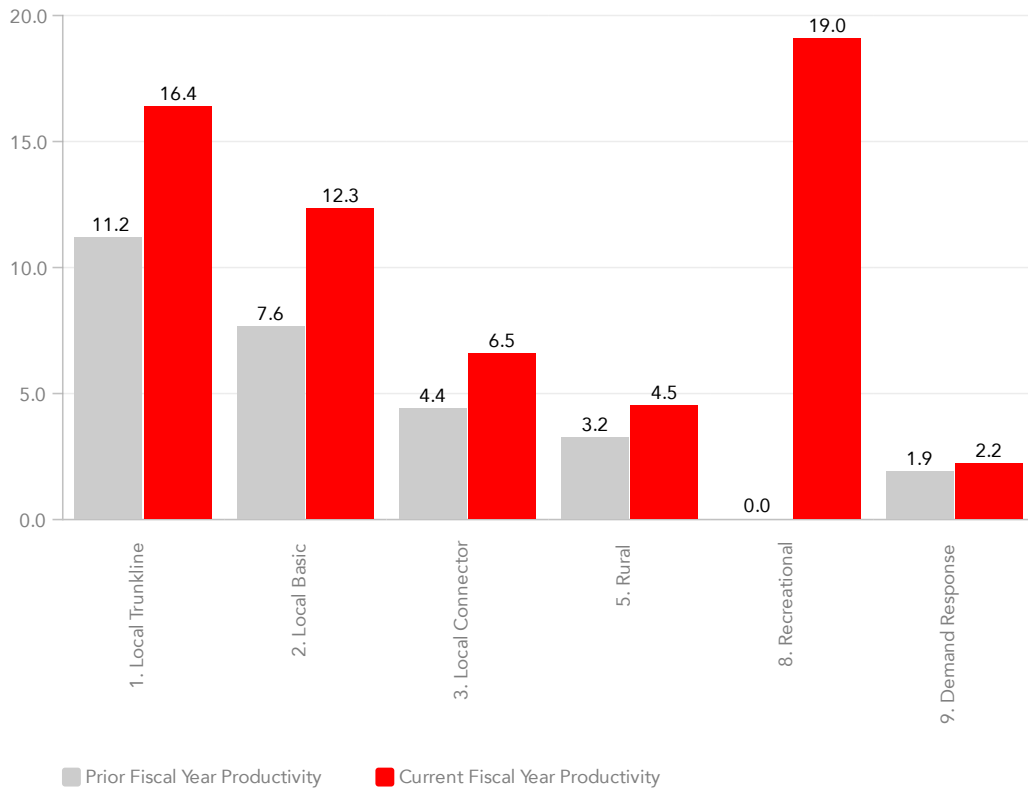
MONTH

Nov

Average Systemwide Daily Passengers



Productivity (pax/hr) by Typology



Route Typologies

1. Local Trunkline:
Routes 35, 36, 71X
2. Local Basic:
Routes 17, 22, 23, 23X, 29, 49
3. Local Connector:
Routes 219, 228, 233, 245, 251, 257
5. Rural:
Routes 61, 68
8. Recreational:
Routes 66/66F
9. Demand Response:
Local Paratransit, Novato Dial-A-Ride,
Rural Dial-A-Ride



Month: November 2021		Program							Total
Category	Fixed-Route Local	Fixed-Route Shuttle	Stagecoach & Muir Woods	Supplemental & Yellow Bus	Demand Response	Mobility Management	Systemwide		
Commendation	3	0	0	0	0	0	0	3	
Service Delivery Complaint	12	4	6	4	2	0	1	29	
Accessibility	2	0	0	0	0	0	0	2	
Driver Conduct Complaint	5	2	0	0	2	0	1	10	
Driving Complaint	2	0	1	0	0	0	0	3	
Early Trip	0	0	1	0	0	0	0	1	
Equipment Issue	0	0	0	0	0	0	0	0	
Farebox	0	0	0	0	0	0	0	0	
Late Trip	0	0	1	1	0	0	0	2	
Missed Connection	0	0	0	0	0	0	0	0	
Missed Trip	0	0	0	2	0	0	0	2	
No-Show	1	1	2	1	0	0	0	5	
Off-Route	0	0	0	0	0	0	0	0	
Pass-Up Complaint	2	1	1	0	0	0	0	4	
Service Structure Complaint	3	0	0	0	0	0	0	3	
Bus Stop Improvement Request	0	0	0	0	0	0	0	0	
Fares	1	0	0	0	0	0	0	1	
Other Complaint	1	0	0	0	0	0	0	1	
Scheduling Complaint	1	0	0	0	0	0	0	1	
Service Improvement Suggestion	0	0	0	0	0	0	0	0	
Safety Complaint	0	0	0	0	0	0	0	0	

Total Service Hours	9,262	3,374	1,920	443	2,937	-	17,939	17,939
Commendations per 1,000 Hours	0.3	0.0	0.0	0.0	0.0	-	0.0	0.2
Complaints per 1,000 Hours	1.6	1.2	3.1	9.0	0.7	-	0.1	1.8

Total Passengers	132,522	22,099	12,949	5,804	5,841	1,094	188,197	188,197
Commendations per 1,000 Passenger	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Complaints per 1,000 Passengers	0.1	0.2	0.5	0.7	0.3	0.0	0.0	0.2



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February 7, 2022

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Adoption of Resolution 2022-02 Allowing for Continued Remote Public Meetings Under State Assembly Bill (AB) 361

board of directors

Dear Board Members:

stephanie moulton-peters
president
supervisor district 3

RECOMMENDATION: Staff recommends that your Board adopt Resolution 2022-02 finding that the proclaimed State of Emergency continues to impact the ability to meet safely in person and declaring that the District Board of Directors will continue to meet remotely to ensure the health and safety of the public.

katie rice
vice president
supervisor district 2

SUMMARY: On September 16, 2021, Governor Newsom signed Assembly Bill (AB) 361 into law, effective October 1, 2021, to allow agencies to use teleconferencing for public meetings during proclaimed state of emergencies without requiring the teleconference locations to be accessible to the public or a quorum of the members of the legislative body of the agency to participate from locations within the boundaries of the agency's jurisdiction. AB 361 will sunset on January 31, 2024.

eric lucan
2nd vice president
city of novato

judy arnold
director
supervisor district 5

Your Board approved a resolution allowing for remote meetings at the October 4, 2021, November 1, 2021, December 6, 2021, and January 10, 2022 Board of Directors meetings. To continue meeting under AB 361, your Board is required to declare every 30 days that it has reconsidered the circumstances of the State of Emergency and determine if conditions meet one of the two criteria listed below.

kate colin
director
city of san rafael

1. State or local health officials have imposed or recommend measures to promote social distancing, or
2. The legislative body finds that meeting in person would present imminent risks to the health or safety of attendees.

damon connolly
director
supervisor district 1

dennis rodoni
director
supervisor district 4

Based on recommendations from the Marin County Health and Human Services, staff views that criteria 2 remains applicable. The attached letter from Marin County Health and Human Services Director, Benita McLarin, recommends a continued emphasis on social distancing measures such as using video/teleconferencing when it meets community needs and spacing at in-person meetings so that individuals from different households are not

brian colbert
alternate
town of san anselmo

sitting next to each other. There has been no update from Marin County Health Department officials that alters this recommendation.

FISCAL IMPACT: There is no fiscal impact.

Respectfully submitted,

A handwritten signature in black ink that reads "Nancy E. Whelan". The signature is written in a cursive style with a large, looping 'N' and 'W'.

Nancy Whelan
General Manager

Attachments:

- A. Resolution 2022-02
- B. Marin County Health and Human Services Letter

RESOLUTION #2022-02

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MARIN COUNTY
TRANSIT DISTRICT MAKING FINDINGS THAT THE PROCLAIMED STATE OF
EMERGENCY CONTINUES TO IMPACT THE ABILITY TO MEET SAFELY IN
PERSON AND DECLARING THAT THE BOARD OF DIRECTORS WILL CONTINUE
TO MEET REMOTELY IN ORDER TO ENSURE THE HEALTH AND SAFETY OF
THE PUBLIC**

WHEREAS, the Marin County Transit District (the “District”) is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of the District’s legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District’s legislative body conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, on March 4, 2020, Governor Newsom declared a State of Emergency to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for a broader spread of COVID-19; and

WHEREAS, on March 17, 2020, in response to the COVID-19 pandemic, Governor Newsom issued Executive Order N-29-20, which suspended certain provisions of the Ralph M. Brown Act in order to allow local legislative bodies to conduct meetings electronically without a physical meeting place; and

WHEREAS, as a result of Executive Order N-29-20, staff set up Zoom teleconference meetings for all District Board of Directors meetings; and

WHEREAS, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, which specified that Executive Order N-29-20 would remain in effect through September 30, 2021, at which point it would expire; and

WHEREAS, since the issuance of Executive Order N-08-21, the Delta variant has emerged, causing a spike in COVID-19 cases throughout the state; and

WHEREAS, the Governor's proclaimed State of Emergency remains in effect, and State and local officials, including the Marin County Director of Health and Human Services, the

California Department of Public Health, and the Department of Industrial Relations, have imposed or recommended measures to promote social distancing; and

WHEREAS, on September 16, 2021, the Governor signed Assembly Bill 361 into law, as urgency legislation that goes into effect on October 1, 2021, amending Government Code Section 54953 of the Brown Act to allow legislative bodies to continue to meet remotely during a proclaimed state of emergency, provided certain conditions are met and certain findings are made; and

WHEREAS, the continued local rates of transmission of the virus and variants causing COVID-19 are such that the Director of Health & Human Services has recommended that the County continue to emphasize social distancing in order to minimize the potential spread of COVID-19 during indoor, public meetings.

WHEREAS, the District cannot maintain adequate safe social distance between members of the public, Board members and staff in their respective meeting locations; and

WHEREAS, because of the rise in cases due to the Delta variant, the District is concerned about the health and safety of attendees, the District's Board of Directors desires to take the actions necessary to comply with AB 361 and to continue to hold its Board and committee meetings remotely.

NOW, THEREFORE, THE MARIN COUNTY TRANSIT DISTRICT BOARD OF DIRECTORS RESOLVES AS FOLLOWS:

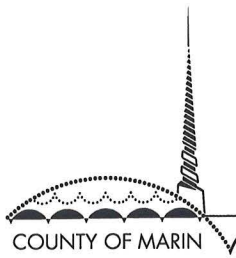
1. The Board has reconsidered the circumstances of the State of Emergency, and finds that:
 - a. The factors triggering the State of Emergency continue to directly impact the ability of the members of the Board of Directors and District staff, and members of the public to meet safely in person; and
 - b. State and local officials continue to recommend measures to promote social distancing.
2. District Board of Directors meetings will continue to be conducted remotely for the next 30 days in compliance with AB 361 and Government Code Section 54953(e)(2), in order to ensure the health and safety of the public while providing access to public meetings.
3. The Board will reconsider the circumstances of the State of Emergency and revisit the need to conduct meetings remotely within 30 days of the adoption of this Resolution.

REGULARLY PASSED AND ADOPTED this 7th day of February 2022

Board President

ATTEST:

Board Secretary



DEPARTMENT OF
HEALTH AND HUMAN SERVICES

Promoting and protecting health, well-being, self-sufficiency, and safety of all in Marin County.



Benita McLarin, FACHE
DIRECTOR

20 North San Pedro Road
Suite 2002
San Rafael, CA 94903
415 473 6924 T
415 473 3344 TTY
www.marincounty.org/hhs

September 22, 2021

Dennis Rodoni
President, Board of Supervisors
3501 Civic Center Drive, 3rd Floor
San Rafael, CA 94903

Re: Public Meetings/Social Distancing

Dear President Rodoni:

On September 20, 2021, Governor Newsom signed AB 361. The legislation provides that local agencies may continue to hold certain public meetings via video/tele-conference as they have done during the Covid-19 emergency. The legislation allows such meetings to continue during a proclaimed state of emergency if state or local officials have recommended measures to promote social distancing.

Local government meetings are indoor meetings that are sometimes crowded, involve many different and unfamiliar households, and can last many hours. Given those circumstances, I recommend a continued emphasis on social distancing measures as much as possible to make public meetings as safe as possible. These measures can include using video/tele-conferencing when it meets community needs and spacing at in-person meetings so that individuals from different households are not sitting next to each other. I will notify you if this recommendation changes while the Governor's state of emergency for COVID-19 remains in place.

Respectfully,

Benita McLarin
Director, Health & Human Services

cc: Matthew H. Hymel, CAO
Brian E. Washington, County Counsel



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February 7, 2022

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Update on Fiscal Year 2021/22 Contracting Opportunities and Awards

Dear Board Members:

board of directors

stephanie moulton-peters
president
supervisor district 3

katie rice
vice president
supervisor district 2

eric lucan
2nd vice president
city of novato

judy arnold
director
supervisor district 5

kate colin
director
city of san rafael

damon connolly
director
supervisor district 1

dennis rodoni
director
supervisor district 4

brian colbert
alternate
town of san anselmo

RECOMMENDATION: Information only.

SUMMARY:

At your July 12, 2021 Board of Directors meeting, staff provided a summary of anticipated contracting opportunities for FY2021/22. This report provides an update on contracts that have been awarded this fiscal year to date and upcoming solicitations.

FY 2021/22 Contract Awards

Marin Transit recorded 61 agreements. Of these, eleven are revenue agreements, five are non-financial agreements or amendments to existing agreements without financial impacts, and three were recording prior year contracts. The remaining 44 contracts awarded had a total value of \$55.9 million (Attachment A). Your Board awarded seventeen (17) contracts for a total value of \$55.3 million. The General Manager has the authority to approve contracts up to \$50,000 and approved a total of 21 contracts with a total value of \$322,712. With authority from your Board, the General Manager also approves Task Orders and other multi-year agreements. In sum, the General Manager approved four agreements with a total value of \$292,411 in Task Orders and multi-year agreements with prior Board authorizations.

The award of the purchase transportation agreement for paratransit and Marin Access operations was the majority of awarded contract value at \$46.6 million for the three and half year contract term. The Capital contracts tend to be the largest funding awards. The award of a six-month extension of the fixed route operations agreement with Golden Gate Bridge Highway and Transportation District was \$5.3 million. Other significant contracts include the Marin Transit office lease extension, a construction contract award for improvements at Rush Landing, and the purchase of paratransit vehicles.

Smaller contract awards were for software, website design, Measure AA yellow bus grants, and costs related improvements and maintenance at the new Kerner facility.

FY 2021/22 Contracting Opportunities

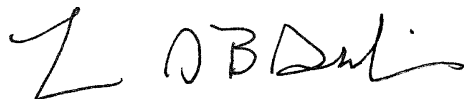
Anticipated contracting opportunities were included in the July 2021 procurement report. These opportunities are also listed on the Marin Transit website. Table 1 provides and updated list of FY2022 opportunities along with the procurement status of each opportunity.

Table 1: FY 2021/22 Contracting Opportunities

Product or Service	Type of Procurement	Procurement Method	Status/Anticipated Release Date	Contract Value over or under \$1 Million	Federal
Bus Stop Shelters	Equipment	RFQ	On hold	Under	Yes
Paratransit and Mobility Management	Service	RFP	COMPLETE	Over	Yes
Rush Landing Electrification	Construction	IFB	COMPLETE	Under	Yes
Rush Landing Fencing and Lighting	Construction	IFB	JULY 2022	Under	Yes
Kerner Improvements	Construction	IFB	COMPLETE	Under	No
Five Paratransit Vans	Vehicles	Piggyback	COMPLETE	Under	Yes
Electric Cutaway	Vehicles	Piggyback	March 2022	Under	No
Newsletter Printing and Distribution	Marketing	RFQ	COMPELTE	Under	No
Staff Car	Vehicles	RFQ	On hold	Under	No
General Engineering Services	Engineering	RFP	Open Procurement	Over	Yes
Website Support	Consulting	RFP	Open Procurement	Under	No

FISCAL/STAFFING IMPACT: There are no fiscal impacts associated with this information item.

Respectfully submitted,



Lauren Gradia
 Director of Finance and Capital Programs

Attachment A - FY2021/22 Contract Awards

Attachment A

Contract #	Contract Title	Date of Award	Contractor	Board Awards	Other Awards (Under \$50,000)	Previous Board Authorizations
1028	Yellow Bus Service - 1st Option Year	7/12/2021	Michael's Transportation	\$571,300		
1029	Financial Reviews and Grants Assistance - Extension and add value	7/7/2021	NWC Partners Inc		\$25,000	
1030	Riders Guide Printing and Distribution	8/2/2021	Consolidated Printers, Inc.	\$50,000		
1031	Para Ops 2014 Amendment 9 - Extend one add'l month	8/2/2021	Vivalon	\$396,871		
1032	Support for Marin Access RFP, Amendment 1	7/21/2021	David Rzepinski		\$0	
1033	Downtown Novato Shelter Cleaning MOU	12/1/2021	Downtown Streets Team		\$6,039	
1034	Transit Operations 2018 Amendment 7	7/22/2021	MV Transportation		\$0	
1035	<i>prior period agreement</i>					
1036	Website Design and Support Amendment 4	8/5/2021	Blink Tag, Inc.		\$50,000	
1037	License Agreement for Yellow Bus Parking Los Gatos	7/28/2021	County of Marin		\$25,450	
1038	<i>revenue contract</i>					
1039	<i>revenue contract</i>					
1040	Task Order #2 - On Call Graphic Design	8/11/2021	We The Creative			\$55,000
1041	Photoshoot -Amendment 1-Time Extension	8/20/2021	Kara Brodgesell		\$0	
1042	Advertising-Base Contract	7/1/2021	Point Reyes Light		\$12,000	
1043	AVL Equipment for Two XHF Vehicles	8/27/2021	Syncromatics Corporation			\$18,070
1044	Move Camera Equipment for Two XHF Vehicles	8/30/2021	Seon			\$5,372
1045	Phone and Data Services 3000 Kerner	8/11/2021	Comcast		\$1200	
1046	Operations & Maintenance Fixed Route Amendment 3 - 6 month extension	9/13/2021	Golden Gate Transit (GGT)	\$5,320,311		
1047	Front and Curbside Decal Install on vehicle 1706	8/31/2021	Fast Signs		\$351	
1048	PR Support - Base Contract	8/5/2021	Civic Edge Consulting Services		\$25,000	
1049	711 Grand Office Lease Amendment #2 - Time Extension & Expansion	9/13/2021	Gabrielsen	\$707,761		
1050	600 Rush Construction	9/13/2021	Arntz Builders, Inc	\$588,632		

Attachment A

Contract #	Contract Title	Date of Award	Contractor	Board Awards	Other Awards (Under \$50,000)	Previous Board Authorizations
1051	revenue contract					
1052	Copier Lease 2021	9/22/2021	KYOCERA Document Solutions Northern California, Inc.		\$6,621	
1053	revenue contract					
1054	revenue contract					
1055	Novato Parking Agreement	9/13/2021	Golden Gate Transit (GGT)	\$0		
1056	San Rafael Parking Agreement	9/13/2021	Golden Gate Transit (GGT)	\$0		
1057	3000 Kerner Environmental Testing	9/30/2021	Elite Environmental Consulting		\$1,600	
1058	contract cancelled	10/13/2021	Ongaro & Sons		\$0	
1059	revenue contract					
1060	Inspection 4 BEB Gilligs	10/21/2021	Vehicle Technical Consultants		\$2,520	
1061	RVSD Measure AA Yellow Bus Funding Agreement	10/4/2021	Marin Transit	\$76,224		
1062	Tiburon Peninsula JPA- Measure AA Yellow Bus Funding Agreement	10/4/2021	Tiburon Peninsula Traffic Relief JPA	\$97,117		
1063	San Rafael- Measure AA Yellow Bus Funding Agreement	10/4/2021	San Rafael School District	\$78,603		
1064	Miller Creek School District - Measure AA Yellow Bus Funding Agreement	10/4/2021	Miller Creek School District	\$42,168		
1065	Marin Access Operations and Maintenance - Base Contract	9/13/2021	Transdev Services, Inc.	\$46,644,308		
1066	Fleet Maintenance Review	11/1/2021	TRC Engineering	\$77,535		
1067	3000 Kerner Design	11/1/2021	Gutierrez/Associates Architects	\$124,935		
1068	revenue contract					
1069	revenue contract					
1070	3000 Kerner Sewer Lateral Replacement	11/4/2021	Benjamin Franklin Plumbing North Bay		\$18,524	
1071	prior year contract					
1072	prior year contract					
1073	3000 Kerner Improvements - Fire Sprinkler Design and Install	11/1/2021	Todd Morris Fire Protection, INC.	\$77,750		

Attachment A

Contract #	Contract Title	Date of Award	Contractor	Board Awards	Other Awards (Under \$50,000)	Previous Board Authorizations
1074	GES 2017 - Task Order #15 - Designs for ADA Bus Stop Improvements	11/11/2021	Mark Thomas & Company			\$213,969
1075	AVAS & APC repairs	11/10/2021	Syncromatics Corporation		\$6,000	
1076	Staffing agreement and fee schedule	11/8/2021	Perfect Timing Personnel Services, Inc		NA	
1077	Appraisal Services	11/4/2021	Nannette Quigley		\$4,400	
1078	Purchase of 5 Accessible Vans	11/1/2021	Creative Bus Sales	\$330,000		
1079	Purchase of Shop Charger for use with Gillig Buses	12/2/2021	Gillig, LLC		\$33,217	
1080	3000 Kerner Demolition Services	11/29/2021	Costa Demolition		\$1,600	
1081	Camera Installation on 4 new Gillig EVs (EA)	12/16/2021	Seon	\$21,250		
1082	<i>revenue contract</i>					
1083	<i>revenue contract</i>					
1084	Bus Stop Maintenance Contract Extension	12/1/2021	Clean Solutions Services, Inc.		\$50,000	
1085	Electronic Signature Software	11/5/2021	DocuSign		\$3,260	
1086	3000 Kerner Asbestos Abatement	12/1/2021	CAL-INC Construction		\$1,394	
1087	3000 Kerner Fire Sprinkler System - Trenching and belowground pipe installation	11/1/2021	Wildcat Engineering dba Aanenson Wildcat Inc	\$79,750		
1088	3000 Kerner Warehouse HVAC Replacement	12/30/2021	Ongaro & Sons		\$48,535	
Total Contract Values			\$55,899,638	\$55,284,515	\$322,712	\$292,411
Number of Expense Contracts			42	17	21	4
Number of Revenue Agreements			11			
Number of Non-Financial Agreements			5			
Number of Prior Year Recordings			3			
Total Number of Contracts			61			



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February 7, 2022

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Ratify Action Taken by General Manager and add \$100,000 contingency authorization to Velox Design & Construction contract for construction at 3000 Kerner

board of directors

Dear Board Members:

stephanie moulton-peters
president
supervisor district 3

RECOMMENDATION: Ratify action taken to approve change order and add \$100,000 to Velox Design & Construction contract (#1089) for construction at 3000 Kerner Blvd, San Rafael.

katie rice
vice president
supervisor district 2

SUMMARY: Staff recommends the Board ratify the actions taken by the General Manager and adds contingency funds to the construction contract to ensure the 3000 Kerner site is operable for Marin Access Services on February 1, 2022.

eric lucan
2nd vice president
city of novato

The Marin Transit Board of Directors approved a construction contract with Velox Design & Construction (Velox) on January 10, 2022, for \$346,525. The contract authorization did not include any contingency funds to address additional cost items that might arise during construction. In January, a change order was needed to add electrical improvements that were included as a bid option, but not included in the initial contract. The change order was reviewed by the project manager and found to be significantly under the architect's estimate for the work. The General Manager approved Change Order #01 for \$95,157 for the electrical work using authorization under Section 2.1.17 of the District's procurement policy to ensure there were no construction delays that could result in a disruption of paratransit service. In accordance with best practices for construction contracts, staff requests an additional \$100,000 contingency be authorized for the contract. These funds are subject to the District's standard change order process.

judy arnold
director
supervisor district 5

kate colin
director
city of san rafael

damon connolly
director
supervisor district 1

dennis rodoni
director
supervisor district 4

BACKGROUND:

Marin Transit purchased the property at 3000 Kerner Blvd. in San Rafael in July 2021 to be used as a Paratransit Maintenance Facility and administrative office for Marin Access services. The building required renovations to bring it up to code and make the space usable. While improvements are still ongoing, the Marin Access Facility opened on February 1, 2022.

brian colbert
alternate
town of san anselmo

After no bids were received in response to the December 17, 2021 Invitation for Bids, Marin Transit reached out to all planholders for the project. Velox responded that they would be able to provide a bid within the next week. The Board approved award of a sole source contract to Velox on January 10, 2022 to meet the necessary timeline for operations to commence on February 1, 2022.

The original bid documents included lighting and electrical as a bid option, which Velox did not initially bid on. Marin Transit requested a change order to add the needed electrical work included as an option in the bid documents. The change order submitted by Velox is \$95,157, which staff determines to be a fair and reasonable price and is within the Architect's estimate for the work. Approval of the change order was needed to keep work moving before the next Board meeting and the General Manager approved the change order on January 20, 2022.

Policy Guidance

Marin Transit has Board-adopted Procurement Policies and Procedures which guided the action that Marin Transit staff has taken.

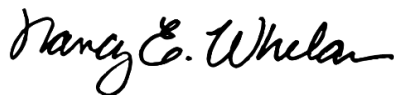
Under normal, non-emergency conditions, the procurement policy enables the General Manager to approve all contracts valued at less than \$50,000. All contracts more than \$50,000 must be approved by the Board of Directors. Section 2.1.7 of the Procurement Policy addresses emergencies and states that the General Manager may authorize the award of contracts or change orders that exceed Marin Transit's threshold for approval in emergency situations, including the need to prevent the disruption of transit service or other essential functions of Marin Transit.

Actions Taken

The General Manager approved the change order for \$95,157 on January 20, 2022, with Velox for the additional lighting and electrical work to help keep the project on schedule and not delay the ordering of equipment necessary for completing the work.

FISCAL/STAFFING IMPACT: This item increases the Velox contract by \$195,157. This includes Change Order #01 and a contingency authorization of \$100,000. The increase contract amount is under the Architect's estimate for this work. and is within the budgeted amount for this project. These costs are included in the FY 2022 Budget as FD – Facility – Kerner Improvements and is funded with District Capital Reserve funding.

Respectfully submitted,



Nancy Whelan
General Manager

Attachments: A. Change Order 1 for Electrical and Lighting
B. Progress Pictures

Contract No.: 1089
(Velox – Renovation of Kerner Facility)
CONTRACT CHANGE ORDER

CONTRACT CHANGE ORDER NO: 001
PROJECT: Renovation of Kerner Facility
CHANGE ORDER TITLE: Lighting
Contractor: Velox Design & Construction **Date:** 01/20/2020

SUMMARY OF CHANGE ORDER Contract is Increased/ Decreased by: \$ 95,156.73
 Contract Term is Increased/ Decreased by: N/A

GM Authority Limit: \$50,000 for this Contract, *Note: Emergency Authority being used under Procurement Policies and Procedures 2.1.7 to prevent disruption of essential paratransit services.*

Independent Cost Estimate: Yes No

Change Requested By: MCTD Contractor Other: _____

REASON FOR CHANGE:

MCTD Requires improvement of lighting throughout the facility to meet Title 24 Requirements and some additional electrical that was not included in the original bid.

SCOPE OF WORK:

- Demo of electrical of equipment and disposal per code
- Boom lift rental
- Boxes, Wires, Electrical tubes & conduit materials, panel box/switch equipment, installation of lighting in accordance to electrical plans, installation of lighting control devices.

ITEMIZED COSTS:

1. Motor for Rollup door and Labor	\$	95,156.73
TOTAL PRICE FOR CCO# 001		\$ 95,156.73

This CCO	Original Contract Amount	\$	346,524.68
	CCO #001	\$	95,156.73
	TOTAL CONTRACT AMOUNT:	\$	441,681.41

Date: 1/20/2022	Date: 1/20/2022
Marin County Transit District	CONTRACTOR: Velox Design & Construction

Contract No.: 1089
(Velox – Renovation of Kerner Facility)
CONTRACT CHANGE ORDER

<p><small>DocuSigned by:</small> Signature: <i>Nancy Whelan</i> <small>E888C2B9674B42E...</small></p>	<p><small>DocuSigned by:</small> Signature: <i>Dough Burrows</i> <small>648357704DEA482...</small></p>
<p>Name/Title: Nancy Whelan General Manager</p>	<p>Name/Title: Doug Burrows</p>
<p>Address: 711 Grand Ave. Suite 110 San Rafael, CA 94901</p>	<p>Address: 442 Haight Street San Francisco, CA 94117</p>
<p>Phone: (415)226-0855</p>	<p>Phone: 415-416-0177</p>

Contract No.: 1089
(Velox – Renovation of Kerner Facility)
CONTRACT CHANGE ORDER

INDEPENDENT COST ESTIMATE WORKSHEET

Independent cost estimates can range from a simple budgetary estimate to a complex estimate based on inspection of the product itself and review of items like drawings, specifications, and prior data.

This Independent Cost Estimate (ICE) is for the following contract/project:

Renovation of 3000 Kerner

Line Item/Position	Quantity/Hours	Cost/Rate	Total
Downlight – LED SQE, 0-10V, <2000 lms	39	842.00	\$32,838.00
Strip 4' LED and Pendant Kit	24	654.00	\$15,696.00
Strip 8' LED and Pendant Kit	31	1,308.00	\$40,548.00
Exit Signs	4	468.00	\$1,872.00
Light Fixtures Wiring	10000SF	7	\$70,000.00
Total Estimate			\$160,954.00

This ICE is based on:

- Current or past contracts for similar services
- Other agencies doing similar work
- Professional cost estimate
- Marin Transit Board approved budget item
- Other Explain: _____

List of supporting documentation (if relevant):

Architect's Project Estimate



442 Haight Street
San Francisco, CA 94117

Tel. 415 416 0177

EIN 47-5030130
License # 1008396

CUSTOMER QUOTATION NO. 2343

Anna Penoyar

Quote No: 2343
Site: Marin Transit - 3000 Kerner
Site Contact:
Site Phone:
Salesperson:

Demolishing/Hauling

- Demo and hauling of existing electrical.
- Disposal of electrical equipment per code.

Part #	Item	Quantity	Unit Price	Total
	General Labor			\$5,631.00
Sub-Total ex Tax				\$5,631.00
Tax				\$0.00
Total inc Tax				\$5,631.00

Lifts/Scaffolding

- Boom lift rental for duration of project.

Part #	Item	Quantity	Unit Price	Total
	General Labor			\$3,271.50
Sub-Total ex Tax				\$3,271.50
Tax				\$0.00
Total inc Tax				\$3,271.50

Electrical

- Boxes.
- Wires.
- Electrical tubes, conduit materials.
- Panel box/switch equipment.
- Installation of lighting in accordance to electrical plans (see E6 Lighting Schedule).
- Installation of lighting control devices in accordance to electrical plans (see E6 Control Schedule).

- Alternate compliant lighting (deviating from plan spec) in kind with Title 24 regulations per conversation with Anna.

Part #	Item	Quantity	Unit Price	Total
	Title 24 Lighting/Control Devices	1.00	\$42,716.95	\$42,716.95
	General Labor			\$39,412.28
Sub-Total ex Tax				\$82,129.23
Tax				\$0.00
Total inc Tax				\$82,129.23

Terms and Conditions

This estimate excludes:

- 1- Permits, street permits
- 2- Unforeseen conditions
- 3- Coordination with tenants
- 4- Existing utility repair
- 5- Water and electricity



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San Francisco, CA 94117

Tel. 415 416 0177

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License # 1008396

CUSTOMER QUOTATION NO. 2343

6- Abatement

7- Hazardous Materials

8- Code upgrades beyond the scope shown on the architectural drawings

9- Special Inspections

10-Force code upgrades

11- Fire sprinkler or fire suppression work

12- Any required drawings

13- All the newly installed concrete foundation will remain, Proof of inspection of these items are needed in order to finalize project.

14- Supply chain delays due to COVID 19.

Part #	Item	Quantity	Unit Price	Total
	General Labor			\$4,125.00
Sub-Total ex Tax				\$4,125.00
Tax				\$0.00
Total inc Tax				\$4,125.00

Section Sub-Total ex Tax	\$95,156.73
Tax	\$0.00
Section Total inc Tax	\$95,156.73



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License # 1008396

CUSTOMER QUOTATION NO. 2343

Sub-Total ex Tax	\$95,156.73
Tax	\$0.00
Total inc Tax	\$95,156.73

Terms and Conditions

A. Work charges:

- (a) Upon commencement of Work: 30% of total charge
- (b) Owner agrees to pay Contractor progress payments for labor and materials which have been placed in position and paid for by Contractor, and for work performed as reflected in Contractor's applications for payment every month. Each payment application must be accompanied by waivers and releases executed by Contractor and its subcontractors and suppliers. Contractor may submit progress payment applications as frequent as every two to three weeks.
- (c) Owner may withhold retention of five percent (5%) from the final payment for up to 30 days, until all systems and materials have been verified and put to use.
- (d) VELOX CONSTRUCTION reserves the right to add to any account outstanding for more than 30 days a service charge the lesser of 1.5% of the principal amount due at the end of each month, or the maximum allowable legal interest rate. The Owner shall be liable to VELOX CONSTRUCTION for all collectable expenses, including but not limited to attorney's fees, court costs, and vendor/sub-contractor fees incurred by VELOX CONSTRUCTION in attempting to collect any amounts due from owner. VELOX CONSTRUCTION reserves the right to suspend or terminate performance in the event of Owner's non-payment

B. Other Terms and Conditions

Laws and Permits

- (a) Contractor will perform the Work in compliance with applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction over performance of the work.
- (b) Contractor will procure, at Owner's expense, a building permit for the Work.

"NOTICE TO OWNER"

(Section 7018, 7019 – Contractors License Law)

Under the Mechanics' Lien Law, and contractor, subcontractor, laborer, material man or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. This means that, after a court hearing, your property could be sold by a court officer and the proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your contractor in full, if the subcontractor, laborer, or supplier remains unpaid. Under the law, you may protect yourself against such claims by filling , before commencing such work or improvement, an original contract for the work or improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials of the work described in said contract. Contractors are required to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar of the board whose address is Contractors State License Board, 9821 Business Park Drive, Sacramento, CA 95827

Accepted by:

Nancy Whelan

Signature Date

Nancy whelan

General Manager

Print Name and Title



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San Francisco, CA 94117

Tel. 415 416 0177

EIN 47-5030130
License # 1008396

CUSTOMER QUOTATION NO. 2343



February 7, 2022



3000 KERNER RENOVATIONS

3000 Kerner was purchased by Marin Transit in July 2021 for use as a Marin Access Operations and Maintenance facility. Renovations are necessary to make the space operable and to bring the building up to code. It is a 10,000 SF building with about 7,000 SF of warehouse which will be converted into a vehicle maintenance facility, and 3,000 SF of office space which will be used for Administration of Marin Access programs.

PROGRESS PICTURES

Warehouse



Before



Paint, and sanding and patching of floor



Epoxy floor complete

In Progress: Build out of shop manager's office, air hose connections, minor electrical, lighting

Administrative Offices



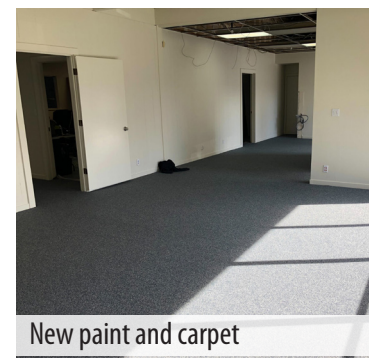
Demo of tile at entrance



Demo of partial wall



Framing of new office



New paint and carpet

In Progress: ADA Bathroom renovation, minor electrical, new lighting, and ceiling tile replacement



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February 7, 2022

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Review and Approve HR-14: COVID-19 Vaccination Policy and an Update to HR-02: Personnel Policies & Procedures

board of directors

Dear Board Members:

stephanie moulton-peters
president
supervisor district 3

RECOMMENDATION: Approve Personnel Policy HR-14: COVID-19 Vaccination Policy and an update to HR-02: Personnel Policies & Procedures, Section 3.2.4: Recruitment and Selection to include proof of vaccination as part of the pre-employment screening process.

katie rice
vice president
supervisor district 2

SUMMARY: Due to a recent increase in cases of COVID-19, the State Public Health Officer and the Marin County Health Officer have issued orders requiring certain employees in high-risk settings to provide proof of vaccination and if not vaccinated, to submit to regular COVID-19 testing. State and County health officials are strongly encouraging employers to implement similar measures. The intent of these actions is to reduce transmission of the virus and encourage vaccination. Data shows the recent surge of new infections of COVID-19 is most seriously affecting the unvaccinated.

eric lucan
2nd vice president
city of novato

judy arnold
director
supervisor district 5

In response to the issued orders and strong recommendations, staff proposes to add a COVID-19 Vaccination Policy and revise the District's Hiring Policy and Procedure. The new vaccination policy and the revised hiring policy are contained within Marin Transit's Human Resources Policies.

kate colin
director
city of san rafael

damon connolly
director
supervisor district 1

HR-14: COVID-19 Vaccination Policy

This policy establishes the requirement for all employees of the District to provide proof of full vaccination for COVID-19 including all booster shots as recommended by the Centers for Disease Control (CDC) or California Department of Public Health (CDPH) as a condition of employment. Current employees will have 30 days from the date of Board adoption of the policy to provide proof of vaccination or to request an accommodation for religious or medical reasons. The policy and procedures are described in HR-14, COVID Vaccination Policy, attached.

dennis rodoni
director
supervisor district 4

brian colbert
alternate
town of san anselmo

Update to HR-02: Personnel Policies & Procedures, Section 3.2.4: Recruitment and Selection

Section 3 of Marin Transit's Personnel Policies and Procedures addresses recruitment and selection of employees. Section 3.2.4 states that the District may disqualify any applicant for any legitimate reason and provides several examples of reasons that may result in disqualification. If approved by the Board of Directors, this policy will be updated to include the following example:

- The applicant is unable to provide proof of vaccination against the COVID-19 virus.

A copy of the updated Update to HR-02: Personnel Policies & Procedures, Section 3.2.4: Recruitment and Selection is attached.

Human Resources currently oversees the pre-employment screening process and will administer the changes to this policy, effective upon approval.

FISCAL/STAFFING IMPACT: There is no fiscal impact.

Respectfully submitted,



Holly Lundgren
Human Resources Manager

Attachments: HR-14: COVID-19 Vaccination Policy
Update to HR-02: Personnel Policies & Procedures, Section 3.2.4: Recruitment and Selection



MARIN TRANSIT COVID-19 VACCINATION POLICY

Policy #:	HR-14
Subject:	Personnel
Effective Date:	February 7, 2022

Statement of Policy

1. Policy

This policy establishes the requirement for all employees of the Marin County Transit District to provide proof of full vaccination for COVID-19 including all booster shots as a condition of employment. COVID-19 vaccination requirements for new applicants are covered in HR-02 Personnel Policies & Procedures, Recruitment and Application Process.

The purpose of this policy is to protect the health and safety of the public at large and District employees. This Policy follows the strong recommendations of the Center for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH) and local Public Health Officers that employers implement a policy of encouraging vaccinations and requiring verification of full vaccination for COVID-19.

This Policy will remain in effect until Federal or State governmental authorities issue Guidance that requires updating the requirements.

2. Guidelines and Procedures

a. Proof of COVID-19 Vaccination

Employees must complete a COVID-19 Vaccination Verification Form and show proof of full COVID-19 vaccination, including booster shots when recommended by the CDC or CDPH, to the Human Resources Department within 30 days of Board adoption as provided under this Policy. Failure to do so within this period may result in dismissal. If new booster shots are developed to combat emerging variants of the COVID-19 virus, employees will have 30 days to obtain the booster shot once it is available. Proof of vaccination may be provided in one of the following formats:

- i. A COVID-19 Vaccination Record Card issued by the Department of Health and Human Services Centers for Disease Control and Prevention (CDC); or
- ii. A World Health Organization Yellow Card; or
- iii. A Digital State of California record from <https://myvaccinerecord.cdph.ca.gov/>.

Proof of vaccination must include full legal name, date of birth, date(s) of vaccination and COVID-19 vaccine manufacturer.

b. Tracking and Reporting

The Human Resources Department will be responsible for maintaining vaccine related documents as confidential employee medical records. The following information will be recorded, tracked, and maintained in a manner consistent with the District's policies regarding privacy and security as well as applicable state and federal law.

- i. Proof of Vaccination
 - Full Legal Name
 - Date of birth
 - Date(s) of vaccination
 - COVID-19 Vaccine Manufacturer

3. Responsibilities

a. **Administration:** The General Manager has the authority to make non-policy and administrative changes as needed to this policy, to accommodate changes in the law, CDC or CDPH recommendations or required procedures. All changes made will be communicated with the affected employees.

b. Managers and Supervisors

- i. Maintain confidentiality regarding employee vaccination status.
- ii. Follow and ensure compliance with policy guidance, protocols and all local, state and/or federal regulatory guidelines regarding COVID-19.
- iii. Immediately notify Human Resources of any employee non-compliance with this policy.

c. Employees

- i. Notify their supervisor or HR representative if at any time prior to or during the course of their shift, they experience COVID-19 symptoms or receive a positive COVID-19 test result.
- ii. Notify a supervisor or HR representative if they believe they may have been in close contact with a confirmed case of COVID-19.
- iii. Follow all directives, policies and procedures to assist in maintaining a safe work environment.
- iv. Provide proof of full COVID-19 vaccination to Human Resources as described in section 2 (a) of this policy.

4. Definitions

- a. COVID-19: Coronavirus disease, an infectious disease caused by the severe acute respiratory syndrome coronavirus (SARS-CoV-2).
- b. COVID-19 Symptoms: Symptoms of COVID-19 include the following: (1) fever of 100.4degrees Fahrenheit or higher or chills; (2) cough; (3) shortness of breath or difficulty breathing;(4) fatigue; (5) muscle or body aches; (6) new loss of taste or smell; (7) sore throat; (8) congestion or runny nose; (9) nausea or vomiting; or (10) diarrhea, unless a licensed health care professional determines the person’s symptoms were caused by a known condition other than COVID-19, or as outlined by the Center for Disease Control.
- c. Employee: Full-time, part-time, temporary, limited term, intern, provisional, probationary, and regular District employees as well as agency executives
- d. Full Vaccination: An employee is considered “fully” vaccinated when the employee received, at least 14 days prior, either the second dose in a two-dose COVID-19 vaccine series or a single-dose COVID-19 vaccine, including booster shots as recommended by the CDC or CDPH. Vaccines must be FDA approved; have an emergency use authorization from the FDA; or, for persons fully vaccinated outside the United States, be listed for emergency use by the World Health Organization (WHO).
- e. Vaccine: A COVID-19 Vaccine satisfies the requirements of this policy if: (i) the U.S. Food and Drug Administration (FDA) has issued a License or an Emergency Use Authorization (EUA) for the vaccine or; (ii) the World Health Organization has approved Emergency Use Listing (EUL).

5. Vaccine Accommodation Request Procedure

Employees in need of an exemption from this policy due to a medical reason, or because of a sincerely held religious belief must submit a completed Request for Accommodation form to the human resources department to begin the interactive accommodation process as soon as possible after vaccination deadlines have been announced. Accommodations will be granted where they do not cause Marin Transit undue hardship or pose a direct threat to the health and safety of others.

Supervisors and/or Human Resource staff who receive a request for vaccination accommodation shall do the following:

1. Contact the Human Resources department for advice and assistance.
2. Respond to the employee’s request in writing providing approval or denial of request.

Filing a Complaint

Employees who feel they have been denied appropriate accommodation are encouraged to contact the Human Resources department. The Human Resources department may be contacted for information to file a complaint. Investigations will be conducted in accordance with the District's Discrimination Complaint Procedure.

Complaints may also be filed with the State compliance agency (Department of Fair Employment and Housing (DFEH) and/or State Labor Commission), and/or the Federal compliance agency (Equal Employment Opportunity Commission (EEOC)).



MARIN TRANSIT
PERSONNEL POLICIES AND PROCEDURES MANUAL

Policy #:	HR-02
Subject:	Personnel
Effective Date:	July 1, 2014
Revision Date:	July 1, 2015 (sec 4.5.10)
Revision Date:	November 2, 2020 (sec 4.1.7.b)
Revision Date:	February 7, 2022 (sec 3.2.4) (pending)

Table of Contents

ACKNOWLEDGEMENT OF RECEIPT OF PERSONNEL POLICIES AND PROCEDURES	4
SECTION 1 GENERAL AND ADMINISTRATION	5
1.1 Introduction	5
1.2 Purpose	5
1.3 Definitions.....	5
1.4 At Will Employment	7
SECTION 2 STANDARDS OF EMPLOYMENT	8
2.1 Employee Standards of Conduct.....	8
2.2 Equal Opportunity in Employment	8
2.3 Drug and Alcohol-Free Workplace	10
2.4 Electronic Media	11
2.5 Whistleblower Rights	11
2.6 Safe Work Practices and Non-Violent Workplace.....	12
SECTION 3 RECRUITMENT AND SELECTION	14
3.1 Merit Service	14
3.2 Recruitment and Application Process.....	14
3.3 Selection.....	15
3.4 Appointment.....	15
3.5 Introductory Work Period.....	16
3.6 Reemployment.....	17
SECTION 4 EMPLOYMENT PRACTICES.....	18
4.1 Salary and Benefits Administration, and Classification Plan.....	18
4.2 Work Hours, Work Schedules, and Overtime Practices.....	23
4.3 Performance Planning and Review	25
4.4 Employee Discipline	26

4.5 Leaves of Absence..... 29

4.6 Personnel Records and Files 36

4.7 Grievance Procedure..... 37

4.8 Reasonable Accommodation 38

ACKNOWLEDGEMENT OF RECEIPT OF PERSONNEL POLICIES AND PROCEDURES

The Personnel Policies and Procedures Manual, including the attached Standard of Conduct and Conflict of Interest Code and Drug and Alcohol Testing Policy, contains important information about Marin Transit and my privileges and obligations as an employee.

Since the information in this document is necessarily subject to change, I acknowledge that revisions to the Personnel Policies and Procedures Manual, including the attached policies, may occur. All such changes will be communicated through official notices. I understand that revised information may supersede, modify, or eliminate existing policies.

Furthermore, I acknowledge that the policies and procedures set out in this manual, including the attached policies, are neither a contract of employment nor a legal document. I have received the Personnel Policies and Procedures Manual, and I understand that it is my responsibility to read and comply with the policies and procedures contained in this manual and any revisions made to it.

Signature of Employee	Date
-----------------------	------

Employee's Name - Printed

SECTION 1 GENERAL AND ADMINISTRATION

1.1 Introduction

The Marin County Transit District develops, finances, plans, and provides local transit service in Marin County consistent with the overall San Francisco Bay Area regional transit network. The District may operate the local transit system or contract with any other public or private entity to operate all or part of the transit system including, but not limited to services, facilities, or equipment. Employees represent the District and further the District's purpose when performing services. District employees are an essential asset, and it is the desire of the District to ensure employees are treated accordingly.

Marin County Transit District's enabling legislation requires the District to adopt a Merit System with regard to personnel management (Cal. Pub. Util. Code § 70076). The District established a Merit System by resolution and authorized the General Manager to prepare or cause to be prepared a Manual of Personnel Policies and Procedures for the effective administration of personnel matters consistent with the Merit System.

1.2 Purpose

The purpose of this Personnel Policies and Procedures Manual is to clearly articulate the desired practices of the District and the responsibilities and rights of employees and managers in their employment with the Marin County Transit District. It is intended to provide regulations and instruction for lawful and equitable personnel practices consistent with the District's Merit System and to provide direction and guidance for employment practices and requirements.

1.3 Definitions

- 1.3.1. **Alternate Work Schedule:** An approved set work schedule different than the standard five days per week, eight hours per day schedule. Example: a "9/80" schedule in which the employee works nine work days in a two-week period, nine hours for eight days and eight hours for one, for a total of 80 hours in a two-week period.
- 1.3.2 **Confidential Employee:** An employee or position, as designated by the Board of Directors, who could reasonably have access to confidential information that could affect employer-employee relations.
- 1.3.3 **Day:** Calendar day unless expressly stated otherwise.
- 1.3.4 **Demotion:** A change in status of an employee from a position in one classification to a position in another classification with lesser duties and responsibilities, lower qualifications, and a lower maximum salary.

- 1.3.5 Employee:** A person employed by the District. Independent contractors, elected officials, and volunteers are not employees of the District.
- 1.3.6 Employment Compensation Framework:** A document submitted by the General Manager to the Board of Directors recommending personnel policy issues involving financial commitments, such as establishing salary ranges, employee benefit programs and District contributions, staffing levels, and establishment of classifications. The Employment Compensation Framework may be modified as part of the annual budget process.
- 1.3.7 Exempt Employee:** An employee who is in a managerial, administrative, or professional classification as defined by the Fair Labor Standards Act and is exempt from wage and overtime provisions of the Act.
- 1.3.8 Flexible Work Schedule:** An approved work schedule in which daily start and end times may vary.
- 1.3.9 Layoff:** The separation of an employee from the active work force due to lack of work, lack of funds, organizational changes, or the abolition of a position.
- 1.3.10 Manager or Management Employee:** An employee designated by the Board of Directors as having significant authority, in the interest of the Board, to formulate and effectuate District policies, and who is substantially involved in hiring, discharging, evaluating, rewarding and disciplining one or more employees or effectively recommends such decisions.
- 1.3.11 Merit System:** The manner of hiring and promoting government employees based on their ability, education, experience, and job performance rather than their connections or other political factors -- one in which human resources activities are governed by uniform, job related, and impersonal policies and procedures.
- 1.3.12 Paid Status:** The payment of an employee for a workday either because the employee worked the day or because the employee was on authorized paid leave.
- 1.3.13 Promotion:** Advancement of an employee from a position in an established classification to a position in an established classification with higher level duties and responsibilities, higher qualifications, and a higher maximum salary.
- 1.3.14 Qualified Individual with a Disability:** A person with a physical or mental impairment that materially or substantially limits one or more major life activities.
- 1.3.15 Reasonable Accommodation:** A modification or adjustment to a job, an employment practice, or the work environment that makes it possible for a qualified individual with a disability to enjoy an equal employment opportunity. Examples may include acquiring or modifying equipment or devices; making facilities readily accessible; modifying work schedules. Reasonable accommodation also applies to ensure the safety of an employee at work who is the victim of domestic violence, sexual assault, or stalking.

1.3.16 Regular Employee: A person employed by the District full or part time with no specific end date to the employment. Contract and temporary employees are not regular employees.

1.3.17 Reinstatement: The return of an employee to a classification in which the employee formerly served.

1.3.18 Separation: Any ending of employment with the District.

1.3.19 Temporary Employee: A person employed by the District in a position that is funded for a limited period of time, not to exceed one year.

1.3.20 Transfer: A change of an employee from one position to another in the same or similar classification.

1.4 At Will Employment

The General Manager is employed pursuant to a contract and is governed by the terms thereof. Positions in the Director classification reporting directly to the General Manager are designated as at will. Other District employees may be designated as at-will employees by the General Manager, under appropriate circumstances. At will employees do not acquire a property interest in their positions and their employment may be terminated at any time, for any reason, and without any requirement of demonstrating cause. At will employees have no right to appeal any discipline or termination.

SECTION 2 STANDARDS OF EMPLOYMENT

2.1 Employee Standards of Conduct

- 2.1.1 Standard of Conduct Policy:** The District has adopted a Standard of Conduct and Conflict of Interest Code. Employees should refer to this code for general standard of conduct requirements as well as information regarding: exclusive service; outside employment; maintenance of confidential and/or privileged information; use of District facilities or property; improper political activity; nepotism; anti-fraternization; and acceptance of gifts or other benefits. The Standard of Conduct and Conflict of Interest Code is hereby incorporated into this Personnel Policies and Procedures Manual and is attached.
- 2.1.2 Workplace Grooming and Attire:** The District maintains a professional working environment for the benefit of its employees and the public. As public employees and representatives of the District, each employee will present him/herself in a neat and clean manner and in professional attire appropriate to the job assignment.
- 2.1.3 Smoke Free Workplace:** Smoking tobacco is prohibited in all District offices and vehicles and is prohibited within 20 feet of the entrance, doorway, or window to any District building.

2.2 Equal Opportunity in Employment

- 2.2.1 Purpose:** The purpose of this policy is to set forth the Marin County Transit District's commitment to equal opportunity in employment as well as services and to establish no tolerance for unlawful discrimination, harassment, or retaliation; to define these terms; and to identify the procedure for reporting, investigating and resolving complaints of discrimination, harassment, or retaliation.
- 2.2.2 Statement of Policy:** The Marin County Transit District is committed to providing an environment that is free from discrimination and harassment of any kind, including sexual harassment and harassment or discrimination based on race, color, religion, national origin, ancestry, age, physical or mental disability, medical condition, marital status, sex, age, or sexual orientation. Such discrimination and harassment, or retaliation against individuals who complain of illegal harassment or discrimination or who participate in an investigation into illegal harassment or discrimination will not be tolerated. All human resources' functions will be administered in a manner that is equitable, respectful, and related to job performance.
- 2.2.3 Definitions:**
- 2.2.3.a Unlawful Discrimination:** Basing a term, condition, or privilege of employment on an individual's actual or perceived race, color, religion, national origin, ancestry, age, physical or mental disability, medical condition, marital status, sex, age, or sexual orientation. Terms, conditions, and privileges of employment

include recruitment, selection, testing, training, transfer, promotion, demotion, termination, performance appraisal, and compensation.

2.2.3.b

Discriminatory Harassment: Any form, or combination of verbal, physical, visual, written, or environmental conduct based on actual or perceived race, color, religion, national origin, ancestry, age, physical or mental disability, medical condition, marital status, sex, age, or sexual orientation. The conduct need not be specific or even directed at an individual. By definition, harassment, including sexual harassment, is not within the course and scope of an individual's employment. Harassment includes any conduct that would be unwelcome to a reasonable person of the recipient's same protected status and that is taken because of the recipient's protected status. Lack of protestation or complaint is not to be construed to imply consent. Examples of discriminatory harassment include:

- **Verbal Misconduct:** Inappropriate or offensive or derogatory remarks, slurs, jokes, or innuendoes regarding an individuals' body, sex, physical appearance, sexual prowess, pregnancy, sexual orientation, religion, race, etc. Sexual harassment can occur between individuals of the same or different genders.
- **Physical Misconduct:** Inappropriate or offensive gestures, touching, assault, or physical interference with free movement directed at any individual on the basis of any status protected by this policy.
- **Visual or Written Misconduct:** The display or circulation of offensive or derogatory visual or written material including posters, cartoons, drawings, reading materials, or electronic media transmissions related to any protected status.
- **Environmental Misconduct:** A work environment that contains an unwarranted focus of language, behavior, or visual or written material upon sexual, racial, religious, or any other status protected by this policy.

2.2.3c

Retaliation: Any adverse employment action that is reasonably likely to prevent the complaining party or others from engaging in protected activity. Adverse employment actions include, for example, a decrease in pay, change of hours, or reduction in authority or responsibility. Adverse action can also include shunning, taking sides, spreading rumors, or threats of intimidation. Retaliation could be against individuals who complain of illegal harassment or discrimination or who participate in an investigation into illegal harassment or discrimination.

2.2.4 Reporting Unlawful Harassment, Discrimination, or Retaliation: Any employee or applicant for employment who believes he/she has been unlawfully harassed, discriminated against, or retaliated against should promptly report it orally or in writing to the employee's supervisor, a human resources representative, or the General Manager. Any supervisor or

manager who receives such a complaint or who observes or otherwise learns about such conduct is required to notify a District designated human resources representative or the General Manager immediately.

- 2.2.5 Investigating and/or Responding to Complaints:** Upon receiving a complaint of harassment, discrimination, or retaliation, the District or its representative may undertake an investigation of the complaint. An investigation and investigation report will be kept confidential except as required by law. If behavior is found to have occurred in violation of this policy, action will be taken to ensure or confirm that the conduct is stopped and will not reoccur. Employees are required to cooperate in and respond honestly to questions presented in any investigation.
- 2.2.6 Management Responsibilities:** Management and supervisory employees are responsible for educating and holding employees accountable for adherence to this policy and for demonstrating commitment to and support of this policy. Upon becoming aware of a violation, regardless of whether the violation is by a direct subordinate, another employee, a member of the public, a contractor, an elected official, or a supplier, he or she will report the conduct to the General Manager immediately.
- 2.2.7 Consequences of Violation of Policy:** Immediate and formal disciplinary action up to and including termination will be taken against any employee found to have engaged in conduct that constitutes employment discrimination, harassment, or retaliation.

2.3 Drug and Alcohol-Free Workplace

- 2.3.1 Policy:** The purpose of this policy is to provide a safe and healthy workplace for all employees, to comply with federal and state regulations, and to prevent accidents. A safe and healthy workplace for all employees precludes the influence of impairing drugs and alcohol. The presence of alcohol and drugs on the job, and the influence of these substances on employees during working hours, is prohibited.
- 2.3.2 Notification to District Employees:**
- The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace.
 - As a condition of employment, employees must abide by the terms of this policy.
 - As a condition of employment, employees must notify the District, within five calendar days, if convicted of a criminal drug violation in the workplace.
- 2.3.3 Drug and Alcohol Testing Policy:** The District has adopted a Drug and Alcohol Testing Policy. Employees should refer to this policy for additional information on the District's drug and alcohol testing requirements. The Drug and Alcohol Testing Policy is hereby incorporated into this Personnel Policies and Procedures Manual and is attached.

2.4 Electronic Media

- 2.4.1 Usage and Public Purpose:** Computer hardware and software, and electronic communication and data processing devices are the property of the District provided for the purpose of conducting District business. All such electronic media, including but not limited to e-mail, voicemail, internet, intranet, calendaring systems, computers and computer programs, cell phones, and all messages and information contained therein may be public records subject to disclosure to the public or to subpoena. Except for brief, occasional necessary or emergency use, the electronic systems are not to be utilized for personal use or to conduct personal or private business. Employees must comply with all operational guidelines such as records retention schedules, back-up procedures, use of passwords, and confidentiality.
- 2.4.2 No Right to Privacy:** Employees who use electronic systems and tools provided by the District will have no right or expectation of privacy in such use. The General Manager or his/her designee has the right to enter, search, monitor, and retrieve an employee's electronic communications, data files, logs, computers and other electronic devices, and programs from these systems at any time without notice. Security features such as passwords, access codes, and delete functions do not prevent authorized employees from accessing electronic communications and devices.
- 2.4.3 Prohibited Use:** Employees shall not install non-District owned programs on any computer, electronic device, or on the computer system or copy District-owned programs for personal use. Employees shall not use the system for political purposes, commercial activities, or to download music or other programs for personal use. Employees will refrain from using the computer and data systems in any way that may be disruptive, offensive to others, harmful to morale, construed as sexual or religious, or violate any other District policies or laws.

2.5 Whistleblower Rights

District employees or applicants for employment are entitled to disclose to the District, without reprisal, facts that may be deemed to constitute gross mismanagement, significant waste of public funds, abuse of authority, and/or substantial and specific danger to public health or safety.

- 2.5.1 Disclosure Procedure:** Any District employee or applicant for employment with information that may be considered gross mismanagement, a significant waste of funds, an abuse of authority, and/or substantial and specific danger to public health or safety should file with the General Manager or District human resources staff a written statement of facts within sixty calendar days of the act or event. If the complaint involves conduct of the General Manager, the statement may be directed to the President of the District Board of Directors. This filing shall be under penalty of perjury. The statement must include: the name, classification, and signature of the employee; his/her mailing address; the date of filing; and a clear statement of the facts of the complaint and the date upon which the event occurred giving rise to the complaint.

2.5.2 District Investigation: Within twenty-one calendar days of receipt of the written statement of facts, the General Manager, or Board President if the complaint is about the conduct of the General Manager, will investigate the complaint, may confer with the complainant, determine appropriate action to solve the problem, if any, and will render a decision in writing. If the complainant is dissatisfied with the decision, an appeal may be filed with the Board of Directors within seven calendar days of the date of the written decision of the General Manager or Board President. The Board of Directors will conduct a hearing on the complaint, and its decision will be final.

2.5.3 Confidentiality: Nothing contained in this policy will be deemed to make any record public if the record is preempted from disclosure by Government Code Section 6254, or to require a public hearing or meeting that could otherwise be conducted as a closed session pursuant to Government Code Section 54956.

2.5.4 No Reprisals: The General Manager or President of the Board will make every reasonable effort to assure that any person who files a complaint pursuant to this policy is not subject to reprisals denominated in Government Code Section 53928.

2.6 Safe Work Practices and Non-Violent Workplace

2.6.1 Safe Work Practices: The District is committed to providing a safe work environment. Employees are expected to obey safety rules and follow safe work practices including use of ergonomic and other safety equipment.

2.6.2 Report of Unsafe Conditions: Employees are expected to report any unsafe conditions or workplace hazards to their supervisor. Supervisors and managers will take all appropriate steps to identify, evaluate, and mitigate unsafe conditions or workplace hazards and train employees on safe work practices.

2.6.3 Reporting Injuries: Work-related injuries should be reported to the employee's supervisor immediately. The supervisor will notify the District's human resources representative as soon as possible. Appropriate medical attention will be obtained if required through the employee's medical provider if previously designated. Worker's compensation insurance forms will be provided and shall be completed pursuant to policy 4.1.8 below.

2.6.4 Non Violent Workplace: Acts of violence, whether threatened, gestured, or carried out will not be tolerated in the workplace. Anyone witnessing or becoming the subject of such behavior will immediately report it to their supervisor who will notify the District's human resources representative as soon as possible. Minimizing the threat of violence is a duty of all employees. Retaliation or the threat of retaliation against a person who reports such an incident is unlawful and will not be tolerated.

2.6.4.a Possession of Inappropriate Items in the Workplace: Employees will not possess any of the following at work or in any work facility including parking

lots: Any firearm, explosive, fixed blade knife, folding knife with a blade over 3.5 inches, or any illegal weapon defined in Section 12020 of the California Penal Code.

2.6.4.b Employee Procedure for Imminent or Actual Violent Act: An employee who is in immediate apparent danger of a violent act, or another employee who witnesses a violent act or the threat of a violent act shall get in a safe location, inform a supervisor of the circumstances, and may call 911 and request the immediate response of a police officer. Employees are required to cooperate fully in any administrative or criminal investigation conducted of the circumstances.

2.6.4.c Supervisor and Manager Responsibilities: A supervisor who is informed of a violent act or the threat of a violent act at the workplace will, whenever possible, ensure the immediate safety of employees, call 911, and notify a District human resources representative. If feasible, the supervisor will have the involved individuals wait in separate rooms or locations until law enforcement or other appropriate authority arrives.

2.6.5 Procedure for Concern of Future Violence: Employees who have reason to believe they or another employee may be victimized by a violent act at the workplace sometime in the future must inform their supervisor so appropriate action may be taken. If an employee has signed and filed a restraining order against an individual who would be in violation of the order by coming near them at work, he or she shall immediately supply a copy of the signed order to their supervisor. The supervisor will provide the order to a District human resources representative. Appropriate District precautionary action will be developed in consultation with the employee.

SECTION 3 RECRUITMENT AND SELECTION

3.1 Merit Service

The general policy of the District is to ensure the recruitment, selection, and hiring of regular employees in an open, competitive, and objective manner, and in a fully documented and timely fashion. The General Manager may establish exceptions to the competitive recruitment process under certain circumstances, including for temporary, emergency, or at will positions.

3.2 Recruitment and Application Process

3.2.1 Recruitment: The District may utilize any legitimate recruitment procedure for attracting qualified applicants for vacant positions. Recruitments may be open or may be limited to only District employees, depending on the District's needs. The General Manager may make appointments without going through a recruitment process when determined in the best interests of the District and consistent with a Merit System. All employees must meet the minimum employment standards for the classification to which appointed.

3.2.2 Announcement and Recruitment Period: The announcement of a vacant position may be publicized as appropriate, either within the District or to the public. Announced recruitments will be conducted in accordance with appropriate and valid equal employment opportunity guidelines. Recruitment may be conducted for a limited time period or may be continuous until the position is filled.

3.2.3 Application Materials: Unless otherwise announced, application for employment must be made on a Marin Transit Employment Application Form provided by the District. Information required will include education, experience, and other pertinent information that will help the District determine whether the applicant meets the minimum qualifications to successfully perform the essential job duties. Application materials may include reference and background checking, as well as written answers to supplemental questions. Materials must be signed by the applicant certifying that all statements contained therein are true and correct. All application materials become the property of the District. Final adjudication as to qualifications for a position rests with the General Manager in consultation with a District human resources representative.

3.2.4 Disqualification: The District may disqualify any applicant for any legitimate reason. An applicant has no right to appeal any such actions. The following are examples of reasons that may result in disqualification:

- a. The application is incomplete or improperly completed.
- b. The application indicates on its face that the applicant does not possess the minimum qualifications for the position.

- c. The applicant is unable to perform the essential functions of the position with or without reasonable accommodation.
- d. The applicant is currently using illegal drugs.
- e. The applicant has been convicted of a crime that may have an adverse impact on the applicant's ability to perform the job for which the applicant is applying.
- f. The applicant is not legally permitted to work within the United States.
- g. The applicant has made false statement of any material fact or has engaged in deception or fraud in making the application.
- h. The applicant is related by blood, marriage, domestic partnership, or marital type relationship to anyone in a direct supervisory hierarchy of the position applied for.
- i. Any material cause that would render the applicant unsuitable for the position, including a prior resignation or termination from the District, or a significant disciplinary action.
- j. The applicant is unable to provide proof of vaccination against the COVID-19 virus.

3.3 Selection

3.3.1 Initial Selection Methods: Any legitimate objective method to determine the relative capabilities of the applicants to perform the duties of the classification may be utilized. These include, but are not limited to, written tests, oral interviews, panel interviews, practical tests, and other assessment tools. The District may conduct the process itself or contract with any qualified organization or individual to prepare and/or administer selection processes. Specific results, scores, or strengths and weaknesses identified during the selection process will not be released except by the sole discretion of the General Manager.

3.3.2 Final Selection: One or more applicants may be invited to be considered further in the process following the initial selection process. The General Manager or his/her designee as appointing authority will interview the candidates based on job-related questions or other means such as exercises that provide candidates an equal opportunity to describe and demonstrate their qualifications. The General Manager or his/her designee as appointing authority may select any one of the most qualified applicants to fill the vacant position. Selection of any of the candidates is not required.

3.4 Appointment

3.4.1 Background and Reference Checking: Prior to an offer of employment, applicants may be required to supply references and to submit to a thorough background check.

3.4.2 Pre-Employment Physical and/or Psychological Exam May be Required: Following the selection process, and background and reference checking, a candidate may be offered conditional employment subject to satisfactory completion of a pre-employment physical examination, if required for the position, at the District's expense. This examination will be to determine their ability to physically and mentally perform the essential functions of the position with or without reasonable accommodation.

3.4.3 Conditional Offer of Employment: A formal conditional offer of employment may be made by the General Manager or his/her designee. The offer letter will include:

- a. The title of the position.
- b. The salary and benefits offered.
- c. The start date and work hours.
- d. The office and to whom the employee is to report.
- e. A statement that the offer is conditional upon satisfactory completion of a pre-employment physical, if required, as well as submission of evidence that the candidate is legally entitled to work in the United States. Resignation from current employment should not be finalized until this process is successfully completed.
- f. Information about the Introductory Work Period.
- g. If relevant, notice that with the offered position with the Marin County Transit District is at will employment and can be terminated at any time with or without cause.

3.5 Introductory Work Period

Beginning on the first day of employment, all new regular employees are provided a 180 day Introductory Work Period which is considered the final step in the examination and selection process. Employment may be terminated at any time during this period with or without cause. Completion of the introductory period does not guarantee continued employment and does not change the at-will nature of the employment relationship, if applicable.

3.5.1 Purpose: During this period, the employee and the supervisor evaluate employment suitability in terms of skill, knowledge, performance, and compatibility. New employees are encouraged to ask questions, seek information, and learn the expectations of the position as well as the personal conduct and interpersonal relationships required to be effective in the role. Supervisors provide close direction and provide the job description, orientation to the District culture and policies, and set performance goals. The supervisor will educate the employee about competencies required for success in the position, provide feedback regarding progress, and assess whether the employee meets the expectations of the position.

3.5.2 Completion: If the supervisor determines the employee's performance and conduct meets expectations, he or she will complete an Introductory Work Period performance review which includes performance and conduct goals for the next six months and establishes the annual performance evaluation period.

3.6 Reemployment

An employee who resigns under positive circumstances may be eligible for reemployment within 60 days of resignation. Reemployment will be at the sole discretion of the General Manager. Salary and seniority will be treated as if the employee had been on a leave of absence. No leave balances with the exception of sick leave will be reinstated, but the employee will retain years of service credit for future leave accruals.

SECTION 4 EMPLOYMENT PRACTICES

4.1 Salary and Benefits Administration, and Classification Plan

4.1.1 Salary Ranges: A salary range is established by the Board of Directors for each classification by approval of an Employment Compensation Framework upon the recommendation of the General Manager. Salary ranges are recommended for the purpose of maintaining quality public service, and will take into account the responsibility and difficulty of the work, the compensation needed to recruit effectively in the labor market, and other pertinent factors.

4.1.2 Placement within Salary Range:

4.1.2.a Salary upon Hire: Initial placement within the salary range is determined by the General Manager based on the candidate's background and experience, the time expected to learn and fully meet job performance standards, and other business factors deemed relevant.

4.1.2.b Salary Increases within Range: Salary adjustments may be approved by the General Manager based on meeting of performance and conduct standards, the current level within the range, and other business factors deemed relevant. Salary within the range will be reviewed at least once per year following performance review. Salary may not be paid above the maximum of the range established by the Board of Directors.

4.1.2.c Salary upon Promotion: An employee promoted to a classification with a higher salary range will be placed within the higher salary range based on the same criteria as for initial hire above.

4.1.2.d Salary upon Temporary Promotion: Employees are expected to perform some duties of a higher classification from time to time without additional compensation as part of their training and development and to meet the operational needs of the District. This includes filling in for routine absences such as conference attendance, vacations, and leave due to illness. If an employee is temporarily assigned to the full duties of a higher classification due to prolonged absence of the incumbent, or a vacancy in the higher classification, temporary placement within the salary range of the higher classification will be made, as determined by the General Manager. Upon completion of the temporary assignment, the employee will be reassigned to his or her regular classification and salary.

4.1.2.e Salary upon Demotion: If an employee requests a voluntary demotion, or is demoted due to performance issues to a classification with a lower salary range, the employee will be placed within the salary range of the classification into which demoted as determined by the General Manager.

4.1.2.f Salary upon Reclassification: If an employee is reclassified to a classification with a higher salary range, the salary will be determined in the same manner as a promotion. If an employee is reclassified to a classification with a lower salary range, the employee will be placed within the salary range of the lower classification as close to the salary previously earned as possible without exceeding the salary for the new classification.

4.1.3. Pay Schedules:

4.1.3.a Pay Periods and Payday: The District payroll calendar consists of two pay periods monthly, the first from the 1st day to the 15th day of the month, and the second from the 16th day of the month to the end of the month. Corresponding paydays occur on the 22nd of the month and the 7th of the following month. If a normal payday falls on a weekend or holiday, the payday shifts to the next business day.

4.1.3.b Timesheets: Each employee must complete a timesheet and submit it to his or her supervisor no later than the last working day of the pay period. Timesheets are not final until approved by the supervisor.

4.1.3.c Payroll Errors: Any payroll error resulting in insufficient payment to an employee will be corrected and a supplemental check issued not later than five working days from the issuance of the first check or notice, whichever is later. If a payroll error results in overpayment to an employee, the District will collect the overpayment through payroll deduction or otherwise on a schedule determined by the District in consultation with the employee. Upon learning of overpayment or underpayment, an employee must immediately notify his or her supervisor.

4.1.3.d Payment Upon Separation: An employee leaving District employment will receive a final paycheck including earned salary, unused accrued vacation, and earned but unpaid overtime, on the payday for the pay period in which separation occurred, or within 72 hours of the effective date if the separation was for involuntary termination.

4.1.4 Health Benefits:

4.1.4.a Eligibility: Full time regular employees are eligible for full District contribution towards insurance and other benefits. A regular employee scheduled to work at least 90% of the basic workweek, or at least 36 hours per week, will be considered full time for benefit purposes. Regular part time employees are eligible to enroll in all health benefits if they work 20 hours or more per week. Employees working between 20 and 30 hours per week are eligible for one-half the District contribution towards medical insurance. Employees working between 30 and 36 hours per week are eligible for 75% of the District contribution towards medical insurance. Employees working 20 hours or more

are eligible for full District contribution to dental and vision insurance. Temporary employees are not eligible for benefits or District contribution.

4.1.4.b Medical Insurance: The District provides medical insurance plans through the County of Marin. Employees may select from among the plans offered for themselves and their families. The District contributes up to the following amounts towards monthly premiums:

Employee only and Employee +1 dependent:

95% of employee +1 premium for base HMO plan (currently Kaiser Silver)

Employee + 2 or more dependents:

95% of employee +2 premium for base HMO plan (currently Kaiser Silver)

A different amount may be approved by the Board of Directors through an Employment Compensation Framework recommended by the General Manager.

An employee may waive medical insurance coverage through the District upon presentation of proof of equivalent creditable group coverage elsewhere, such as through a spouse's group coverage. Employees approved to waive medical insurance coverage may receive an amount equal to the employee only premium for the base HMO plan (currently Kaiser Silver) per month in lieu of the contribution towards insurance, or an amount approved by the Board of Directors through an Employment Compensation Framework as described above.

4.1.4.c Dental Insurance: The District provides an employee dental insurance plan through the County of Marin. The District covers the premium for the dental insurance for employees and their eligible family members.

4.1.4.d Vision Insurance: The District provides an employee vision insurance plan through the County of Marin. The District covers the premium for the vision insurance for employees and their families.

4.1.4.e Enrollment in Health Benefits: Enrollment in medical, dental, and vision insurance is completed upon hire, and benefits begin the first of the following month. Open enrollment for medical insurance only is held annually, usually late in the calendar year. There is no annual open enrollment for dental or vision plans; newly acquired or newborn eligible dependents must be enrolled within 30 days of the date of hire or the qualifying event.

4.1.5 Disability and Life Insurances:

4.1.5.a Short Term Disability (SDI): Employees of the District participate in State of California short term disability insurance (SDI). The insurance provides partial wage replacement to employees unable to perform their regular and customary

work because of a non-industrial physical or mental illness or injury. Contributions are as established by State law.

4.1.5.b Long Term Disability (LTD): The District provides long term disability income coverage to replace a portion of lost income if a regular employee has an injury or illness and is unable to work. After a waiting period of 90 days, the LTD program provides 66.67% of basic monthly earnings to a maximum of \$3,000 per month for a period of time.

4.1.5.c Basic Life Insurance: Employees are covered with \$10,000 of basic life and \$10,000 of accidental death and dismemberment insurance at District cost. Supplemental insurance may be purchased by employees as available.

4.1.6 Transit Commute Benefit:

All District employees receive transit free of charge on any Marin Transit route. To encourage additional public transit usage, employees may receive a subsidy of up to the federal IRS Section 132a allowance per month towards public transit to work. Application for the subsidy must be made on the Transit Benefit Enrollment Form obtained from a District designated human resources representative.

4.1.7 Retirement Benefits:

4.1.7.a Social Security: The District and all its employees participate in Social Security. Premiums are as set forth by federal law for employees and the District.

4.1.7.b Defined Contribution Retirement Plan: All regular employees working a minimum of 20 hours per week become vested in a 401(a) defined contribution retirement account upon completion of one year of service. The 401(a) plan is offered through the District's retirement plan provider. Contributions toward the plan for each employee are made by the District according to the following schedule, based on normal base salary or wage rate (not including vacation pay out, overtime, insurance contributions, etc.), to the limit of pensionable compensation defined by California State law:

Years of employment with the District completed	Amount of District Contribution
0 through 2 years	10%
Over 2 years through 4 years	13%
Over 4 years	15%.

Percentage amounts are not vested and may be revised by the Board of Directors through an Employment Compensation Framework as recommended by the General Manager.

4.1.7.c Deferred Compensation Plan: Regular employees are eligible to participate in a deferred compensation plan (457 Plan) administered by the District's retirement plan provider. The 457 Plan enables employees to make voluntary contributions

of salary on a pre-tax basis into the plan each pay period up to an annual contribution limit established by federal law.

4.1.7.d Education and Options: Employees may access education workshops, participant-directed accounts, optional automatic asset rebalancing features, web-based secure communication, and the services of a local retirement specialist through the District's retirement plan provider for help in managing their 401(a) and 457 retirement plans.

4.1.8 Worker's Compensation Insurance Benefit:

All employees are entitled to worker's compensation insurance benefits if injured or made ill arising out of or in the course of work. Employees are eligible to receive workers' compensation insurance benefits if the claim is declared compensable under the California workers' compensation laws. Payment of job-incurred disability leave will be at the amount as set forth under State law.

4.1.8.a Procedures and Responsibilities: In the event of a work-related injury, the General Manager or his/her designee will provide the employee an "Employee's Claim for Worker's Compensation Benefit and Notice of Potential Eligibility for Benefits" form within one working day of learning of a work-related injury. The District will complete the "Employer's Report of Occupational Injury or Illness" form within five working days of learning of the employee's injury and send the form to the District's worker's compensation insurance carrier.

4.1.8.b Obtaining Forms: Forms required to be submitted will be obtained from a District-designated human resources Representative.

4.1.8.c Notice of Coverage: Employees will be provided notice of their worker's compensation benefit coverage during their first month of employment, including the employee's right to designate his/her primary physician as their initial physician.

4.1.8.d Return to Work if Absent on Workers' Compensation Leave: The District may require the employee to provide medical certification that he or she is physically able to perform the duties of the position with or without reasonable accommodation in order to return to work following job-incurred disability leave.

4.1.9 Classification Plan:

A classification plan for positions in the District will be maintained and will serve as the foundation for examination and selection, compensation, training, promotion, demotion, reduction in force, re-employment, and other related decisions. Classifications will be designed as broadly as possible to retain flexibility in assignment and provide the fewest classifications necessary. Several positions may be allocated to one classification.

- 4.1.9.a Classification Specifications:** Written classification specifications will be developed and maintained and all positions will be allocated to a classification based on similarity of duties, responsibilities, and employment standards. Initial class specifications and significant changes that could impact compensation will be recommended by the General Manager for approval by the Board of Directors.
- 4.1.9.b Content of Classification Specifications:** The classification specification will include the classification title, general level of responsibility and authority, essential and typical duties and responsibilities, working conditions, and the minimum employment standards required for success in the position. Employment standards include knowledge and skill, education, licensure, related experience and background, and the physical and mental abilities required to perform the essential functions.
- 4.1.9.c Modifications to Classification Specifications:** Class specifications will be modified or updated as needed to accurately reflect and identify the position and its standards of employment. There is no change in the compensation level required with a title or specification change.
- 4.1.9.d Class Specifications not Restrictive:** Class specifications will not be construed as a declaration of all duties and responsibilities, as a statement that the duties and responsibilities will not be changed, or that the temporary assignments of other duties and responsibilities may not be made. The District maintains the right to assign, direct and control the work of employees and class specifications in no way interfere with this right.
- 4.1.9.e Reclassification:** In the event that a job has significantly changed in duties and responsibilities over time such that the classification specification no longer describes the position, a position reclassification may be recommended by the appointing authority and approved by the Board of Directors.

4.1.10 Reduction in Force:

In the event it becomes necessary to modify workforce staffing levels due to lack of work or funds, layoff decisions will be made based on position and at the sole discretion of the General Manager taking into account agency priorities, funding availability, and/or work responsibilities.

4.2 Work Hours, Work Schedules, and Overtime Practices

- 4.2.1 Workweek:** The basic workweek for full time employees will be 40 hours per week, in a 7 day period. The workweek will begin at 12:01 a.m. each Monday and end at 12:00 midnight the following Sunday.
- 4.2.2 Work Schedule:** Employees designated as management and professional employees shall work any and all hours necessary to perform their assigned duties, without overtime. Otherwise, typically, the regular full time work schedule will be 8 hours per day, 5 days per week and may

include weekends and holidays. Employees working fewer than 40 hours per week will be considered part-time employees except that employees regularly working 36 – 39 hours per week are considered full time for health benefit purposes. The District will establish and may modify regular work schedules for its employees.

4.2.3 Rest Periods: Unless otherwise established by the General Manager for a particular employee, employees in a non-exempt classification will have a 15 minute rest period in each four hour work period. Rest periods may not be combined or used to shorten the workday.

4.2.4 Meal Period: Unless otherwise established by the General Manager for a particular employee, full-time employees in a non-exempt classification will receive a one half or one hour meal period daily that is not compensable. During the meal period, the employee will be relieved of duties. If the employee is authorized in advance and performs work during the meal period, the employee will be compensated for the time worked. Unless authorized in advance, meal periods may not be used to shorten the workday.

4.2.5 Overtime Practices: The District complies with the Fair Labor Standards Act (FLSA) in all its pay practices, and overtime shall be defined and compensated for in accordance with the appropriate FLSA designation of the classification of the employee.

4.2.5.a FLSA Exempt: Those employees who work in professional, executive, or administrative capacities are designated as exempt employees. Their hours of work are those required to accomplish the work, and they are not entitled to overtime compensation.

4.2.5.b Overtime Required: Non-exempt employees may be required to work overtime. Overtime is defined as assigned work over 40 hours worked in a workweek. Overtime will be compensated at the rate of 1 ½ time the employee's regular rate of pay. Except when necessary to address an emergency or special circumstances, employees may not work outside of regularly scheduled working hours or during unpaid meal periods without prior authorization. In such an event, employees shall report overtime work as soon as possible after the work is performed.

4.2.5.c Compensatory Time: The General Manager may at his/her discretion approve overtime compensation for non-exempt employees in the form of compensatory time off at the rate of time and one-half. An employee may accrue up to 40 hours of compensatory time. Compensatory time not used within the fiscal year in which it was accrued may be paid off at the discretion of the General Manager.

4.2.6 Alternative or Flexible Work Schedules: The General Manager may establish alternative work schedules or flexible work schedules provided the work schedule is beneficial to the District. All leaves will continue to accrue and be compensated at the rate of 8 hours per day for a full-time employee regardless of an alternative or flexible work schedule.

4.3 Performance Planning and Review

4.3.1 Purpose: The purposes of the performance planning and review process are to:

- align employee work performance and behaviors with District goals,
- prioritize key work and behavioral expectations for the period,
- identify and record accomplishments and contributions,
- determine need and plan for training or development activities that would improve performance or help prepare employee for advancement; and
- provide work performance feedback.

The process provides the framework for employees and their supervisors to engage in an ongoing and constructive conversation about the employee's role and impact in achieving organizational goals. The process also includes training and development goals and plans that will improve or enhance the knowledge, skills, and abilities of the employee.

4.3.2 Timing: Planning and evaluation will occur at least annually on a schedule determined by the District. Performance planning occurs at the beginning of the annual period. Following evaluation discussions at the conclusion of the annual period, written forms will generally be completed within thirty days. Once the review is completed, performance planning for the new annual period will be conducted.

4.3.2 Performance Planning: At the beginning of the annual evaluation period, the supervisor and employee will meet to clarify the purpose of the job, set expectations for the year for work behaviors, determine outcomes and planned accomplishments, and discuss how these will contribute to the achievement of District goals. Developmental goals to further the employee's success in the job will also be set. District performance planning forms will be used for preparing for and documenting the discussion.

4.3.3 Ongoing Review: Feedback throughout the year, whether about positive behavior and good performance or about behaviors or performance that requires improvement, will be provided. This includes when unplanned assignments arise, coaching is needed, and projects are completed, and/or during regularly scheduled meetings between the supervisor and employee. Employees are encouraged to request guidance and feedback to assist them in achieving the highest performance and demonstrating appropriate workplace behavior.

4.3.4 Annual Review: A performance review will be conducted at the end of the annual work period based on the performance plan and feedback throughout the year. The appraisal will be recorded in a written performance review on an approved District form. The written review will provide documentation of work achievements, accomplishments, and contributions, as well as work behaviors that contributed to organizational effectiveness. The review will include, if needed, documentation of performance deficiencies that need improvement and a plan for improvement.

- 4.3.5 Performance Improvement Plan:** If a plan is developed and provided to improve performance or work behaviors, such plan is part of the annual review and is not considered disciplinary action.
- 4.3.6 Employee Response to Annual Review:** The employee's signature on the written performance review indicates receipt. The employee may prepare and submit a written response to his or her supervisor, if desired, within five work days of signing the evaluation. There is no further means of challenging or appealing a performance evaluation.
- 4.3.7 Record of Written Review:** The completed written annual performance review will be forwarded to District management and then filed in the employee's official personnel file. If the employee files a written response, it will be forwarded along with the evaluation and then placed with the written review in the employee's official personnel file.

4.4 Employee Discipline

- 4.4.1 Employee Discipline Policy:** Employment in the Marin County Transit District requires appropriate and disciplined behavior and competent service including compliance with all District policies and procedures. Regular employees shall only be disciplined for cause, and in accordance with these Personnel Policies and Procedures.
- 4.4.2 Types of Disciplinary Actions:** The General Manager or his/her designated management employee may invoke disciplinary action for a violation of a policy or practice and may impose any of the following types of disciplinary action: oral warning, written warning, suspension without pay, reduction in compensation, demotion, or dismissal.
- **Oral Warning:** A formal discussion with an employee, usually by the employee's immediate supervisor, about performance or conduct problems, the need for the employee to improve, what specific improvement is expected, and the further consequences if improvement is not made.
 - **Written Warning:** A formal written notice to an employee, usually by the employee's immediate supervisor, regarding performance or conduct problems, the need for the employee to improve, what specific improvement is expected, a statement of any prior disciplinary action, and the further consequences if improvement is not made.
 - **Suspension:** Removal of an employee from duty without pay for a specific period of time. Written notification will be provided, including the issue and policy violation and proposed discipline, and the employee will have the opportunity to respond. The employee may respond to the proposed discipline either verbally or in writing within ten working days from the date of the notification. The employee may have a representative present if the employee desires to respond verbally. For suspension of six days or longer, the employee may file an appeal pursuant to Section 4.4.6 in lieu of filing a response.

- **Reduction in Compensation:** A reduction in pay from the employee's current pay to a lower pay within the salary range for the employee's classification. Written notification will be provided, including the issue and policy violation and proposed discipline, and the employee will have the opportunity to respond. The employee may respond to the proposed discipline either verbally or in writing within ten working days from the date of the notification. The employee may have a representative present if the employee desires to respond verbally. In lieu of filing a response, the employee may file an appeal pursuant to Section 4.4.6.

- **Demotion:** A reduction from the employee's current classification to a classification with a lower salary range and lesser duties and responsibilities. Written notification will be provided, including the issue and policy violation and proposed discipline, and the employee will have the opportunity to respond. The employee may respond to the proposed discipline either verbally or in writing within ten working days from the date of the notification. The employee may have a representative present if the employee desires to respond verbally. In lieu of filing a response, the employee may file an appeal pursuant to Section 4.4.6.

- **Dismissal:** Separation from employment of an employee by written notification will be provided, including the issue and policy violation and proposed discipline, and the employee will have the opportunity to respond. The employee may respond to the proposed discipline either verbally or in writing within ten working days from the date of the notification. The employee may have a representative present if the employee desires to respond verbally. In lieu of filing a response, the employee may file an appeal pursuant to Section 4.4.6.

4.4.3 Grounds for Disciplinary Action: Causes that will be deemed sufficient for disciplinary action may include, but are not limited to:

- a. Misstatements or omission of fact in completion of the employment application.
- b. Furnishing knowingly false information in the course of the employee's duties and responsibilities; dishonesty.
- c. Inability to comply with the minimum standards of performance.
- d. Inefficiency, carelessness, or negligence in the performance of duties.
- e. Violation of any of the provisions of these Personnel Policies and Procedures.
- f. Disobedience to proper authority, refusal or failure to perform assigned work, comply with a lawful order, or accept an assignment from an authorized supervisor; insubordination.
- g. Conviction of a felony or misdemeanor involving moral turpitude, or a violation of a federal, state, or local law that negatively impacts the employee's ability to perform his or her job or brings discredit to the District.
- h. Unauthorized absence without leave, failure to report after leave of absence has expired or after a requested leave of absence has been disapproved, or any other unauthorized absence from work.

- i. Theft of or willful damage to District equipment, supplies, or property.
- j. Discourteous, offensive, or abusive treatment of the public or other employees.
- k. Being under the influence of an intoxicating beverage or non-prescription drug or prescription drug not authorized by the employee's physician while on duty or on work property.
- l. Failure to obtain and/or maintain minimum qualifications for a position, including licenses or certificates.
- m. Engaging in outside employment that conflicts with an employee's responsibilities or without proper authorization.
- n. Acceptance, from any source, of a reward, gift, or other form of remuneration in addition to regular compensation to an employee for the performance of his or her official duties.
- o. Political activity while on duty, during working hours, or in District uniform or representing oneself as a District employee.
- p. Tampering in any way with a District recruitment or examination process or attempting to influence any applicant for employment.
- q. Any other conduct deemed of sufficient gravity as determined by the General Manager.

4.4.4 Employee Review: When requested, employees will be given an opportunity to review the documents or materials upon which the proposed disciplinary action is based.

4.4.5 Immediate Action: The General Manager may place an employee on immediate suspension or administrative leave with or without pay pending an investigation in order to determine if disciplinary action is to be taken.

4.4.6 Right of Appeal: Regular employees have the right to appeal a disciplinary action except in those instances where the right of appeal is specifically prohibited by these policies and procedures, and for those designated as at-will employees. Employees may, within seven days after receiving the written disciplinary action, file a written appeal with the District's Personnel Commission, which shall be made up of the District's Board of Directors. Within 20 days from the filing of the appeal the Personnel Commission will hold a hearing and either affirm, modify, or revoke the disciplinary action. The appellant may appear personally, produce evidence, and have counsel and a public hearing. The findings and decision of the Personnel Commission will be transmitted to the General Manager for enforcement.

4.4.7 Discipline of an Exempt Employee: Pursuant to the Fair Labor Standards Act, with the exception of a violation of a major safety rule or standard of conduct, exempt employees will not be suspended for less than a full work week, nor be temporarily demoted, nor temporarily have their pay reduced.

4.5 Leaves of Absence

4.5.1 General Leave Provisions: Employees are expected to be at work at their scheduled times. To ensure accountability and the integrity of public service, all employees are expected to account for their absences from work. Leave time is chargeable in increments of ¼ hour.

4.5.1.a Leave Approval: Leaves are subject to approval by the supervisor or manager and scheduled in advance whenever possible and with due regard for service needs.

4.5.1.b Leave Accounting: The District may employ any reasonable measure to ensure employees are properly accounting for leaves, including requiring reasonable proof that the basis for leave is legitimate. Employees may be required to submit a medical certification of sickness supporting a request for sick leave. The District may require a fitness-for-duty certification from any employee returning from medical leave.

4.5.1.c Leave Accruals: Leave benefits accrue to regular employees based on hours in paid status. No leaves will accrue when an employee is on an unpaid leave. All leaves are accrued and paid based on an 8 hour day maximum. Regular part time employees accrue leaves on a pro-rata basis.

4.5.2 Types of Leave: The Marin County Transit District provides the following types of leave - administrative leave, bereavement leave, holidays, jury duty, leave of absence without pay, military leave (including military family leave), pregnancy disability leave and parental leave, sick leave, school leave, vacation, and voting leave. The District also provides accommodation for lactating mothers, and family and medical leave.

4.5.3 Administrative Leave: A paid administrative leave benefit is provided annually on July 1. Two days (16 hours) are provided to all employees; an additional three days (24 hours) are provided to employees designated by the Board of Directors as management employees. Administrative leave does not accrue from year to year and, if not used, is forfeited. Other administrative leave, paid or unpaid, may be granted by the General Manager, as appropriate, to address administrative issues.

4.5.4 Bereavement Leave: Bereavement leave is leave with pay up to three (3) consecutive working days that may be granted in the case of the death of an employee's parent, spouse, domestic partner, sibling, son, daughter, grandparent, or in-law. The General Manager may grant an employee bereavement leave for a person whose relationship is essentially similar to the aforesaid relationships.

4.5.5 Holidays: Regular employees are granted the following holidays with pay, provided they are on paid status the day before and the day after the holiday:

- New Year's Day (January 1st)
- Martin Luther King Jr. Day (third Monday in January)
- President's Day (third Monday in February)
- Memorial Day (last Monday in May)
- Independence Day (July 4th)
- Labor Day (first Monday in September)
- Veteran's Day (as designated)
- Thanksgiving Day (as designated)
- Friday immediately following Thanksgiving day
- ½ day on Christmas Eve
- Christmas Day (December 25th)

4.5.5.a Weekend Holidays: If a holiday falls on a Saturday or Sunday, the Friday preceding a Saturday holiday or the Monday following a Sunday holiday will be deemed the holiday unless otherwise specified by the General Manager.

4.5.6 Jury Duty: An employee who is summoned and required to serve as a trial juror is entitled to be absent from the District as needed to provide such service. Regular employees will be paid their regular salary and will either waive or remit to the District all jury fees except those specifically allocated for mileage and expenses.

4.5.6.a Notification of Jury Summons: Any employee summoned for jury duty must immediately notify his or her supervisor.

4.5.6.b Jury Duty Schedule: Employees must notify their supervisor daily regarding jury duty hours. Where courts have call-in procedures to determine days and hours of service, employees must take advantage of these procedures. If an employee is told by the court not to report, is dismissed, or is told to call in the next day, the employee must report to work.

4.5.6.c Witness Leave: An employee subpoenaed to appear in court in a matter unrelated to his/her official capacity, or who is appearing in court in a matter initiated by the employee, shall be permitted time off without pay or use of accrued vacation or administrative leave time but will not be granted jury duty pay.

4.5.7 Leave of Absence Without Pay: The General Manager may grant a request for unpaid leave of absence for up to three months to a regular employee upon a written request setting forth the reason for the request. The General Manager may, at his/her sole discretion, grant or deny a request and may require all applicable paid leaves be exhausted prior to commencement of an unpaid leave. Failure of an employee on leave to report to work promptly at the leave's expiration without request and approval for an extension, in writing, shall constitute voluntary resignation by the employee.

4.5.8 Military Leave: The District grants military leave consistent with the provisions of state and federal law.

4.5.8.a Any employee who is a member of the reserve corps of the Armed Forces of the United States, the National Guard, or the Naval Militia is entitled to temporary military leave of absence while engaged in ordered military duty, providing that the period of ordered duty does not exceed 180 calendar days, including time to and from that duty.

4.5.8.b Salary and Retirement: If such employee has been employed by the District for not less than one full year, whether on temporary or active duty, he or she will receive full salary for the first 30 calendar days of such absence in any fiscal year. As required by law, leave accruals and other seniority-related benefits will continue during paid military leave and contributions as appropriate will be made under the District's retirement plan.

4.5.8.c Health Insurance: Employees on military leave have the option to continue health, dental, and vision insurance as follows - If the leave is less than 31 days, the District will pay its share and the employee his/her share of the insurance premiums. If the leave is greater than 31 days, the employee must pay 102% of the full cost of the premiums.

4.5.8.d Reinstatement: Employees will be granted reinstatement to their former position upon the termination of temporary military duty, subject to the provisions of the law.

4.5.9 Pregnancy Disability Leave: Any female employee who is physically unable to work because of pregnancy, childbirth, or a related medical condition, is entitled to up to four months of pregnancy disability leave. The leave may be used at one time or on an as-needed basis. The employee is designated to be on Family Medical Leave upon the commencement of Pregnancy Disability Leave.

4.5.9.a Basis of Leave: Pregnancy Disability Leave is for any period(s) of actual disability caused by pregnancy, childbirth, or related medical conditions. Time needed for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from child birth, are all conditions covered by this leave.

4.5.9.b Notice of Need for Leave and Return from Leave: If possible, an employee must provide the District at least 30 days' advanced notice of the date for which

the Pregnancy Disability Leave is sought. If 30 days' notice is not possible due to a change in circumstances or a medical emergency, notice must be given as soon as is practical. If a woman is able to return earlier than agreed, she will be reinstated within two business days of notice provided to the District.

4.5.9.c Use of Paid Leave Benefits: Pregnancy Disability Leave is unpaid. However, employees must use accrued sick leave prior to commencing unpaid leave. Employees may also use accrued vacation or administrative leave during Pregnancy Disability Leave.

4.5.9.d Reasonable Accommodation if Requested: An employee may request reasonable accommodation upon written advice from her doctor, and the accommodation will be provided if possible, including transfer to a less strenuous or hazardous position for the duration of the pregnancy.

4.5.9.e Parental Leave: After the employee's pregnancy disability ends, she may be eligible for parental leave to care for and bond with the newborn, pursuant to the California Family Rights Act (CFRA) as outlined in the Family and Medical Leave policy at the end of this section.

4.5.10¹ Sick Leave: Sick leave is leave from work, with pay, which may be granted to an employee because of bona fide illness or injury to the employee, to a family member or domestic partner, or for medical appointments to the extent such appointment(s) cannot be scheduled outside the work day.

4.5.10.a Eligibility for Sick Leave: Regular employees are entitled to earn sick leave. Regular part-time employees and temporary earn sick leave on a pro-rata basis.

4.5.10.b Accrual of Sick Leave: 12 days (96 hours) accrue annually in the first two years of employment (pro-rata rate of .0462 hours per hour worked). At the beginning of the third year of employment, and every year thereafter, nine days (72 hours) accrue (pro-rata rate of .0346 hours per hour worked). Unused sick leave may accrue without limit. An employee does not receive payment of unused accumulated sick leave upon separation from employment or retirement.

4.5.10.c Employee Sick Leave Use: When an employee is unable to come to work because of bona fide injury or illness, he or she may use sick leave up to the total number of hours accumulated. The employee may be required to submit a physician's certificate or other evidence of illness or injury and/or fitness to return to work.

4.5.10.d Sick Leave Use for Family: Employees are entitled to use up to one-half of the employee's annual sick leave accrual to attend to the illness of a spouse,

¹ Revised 7/1/2015

domestic partner, parent, or child. Additional sick leave may be authorized to be used on a case by case basis.

4.5.10.e Notification of Illness or Injury Preventing Work Attendance: When an employee is unable to report for duty due to the employee's own illness or that of a designated family member, the employee must notify his/her supervisor as soon as possible, but no later than the beginning of the work period, to report the intended use of sick leave and the reason for the absence.

4.5.10.f Sick Leave Use for Industrial Injury: Employees are entitled to use sick leave to supplement Worker's Compensation temporary disability payments for a bona fide occupational injury.

4.5.11 School Leave: Pursuant to California Education Code Section 48900.1, if the teacher of an employee's child requests the parent's presence at school for a portion of a school day, the employee must give reasonable notice of such request to his or her supervisor. In such an event, the employee will be provided time off without pay, or may use existing vacation, administrative leave, or compensatory time.

4.5.12 Vacation: All regular employees are entitled to accrue vacation leave. Regular employees employed on a part-time basis accrue vacation leave on a pro-rata basis.

4.5.12.a Vacation Leave Accrual: Upon commencement of employment with the District, employees accrue vacation at the rate of 10 days (80 hours) per year. Upon commencement of the third consecutive year of employment, employees accrue vacation at the rate of 15 days (120 hours) per year. No vacation accrues during an unpaid leave of absence.

4.5.12.b Vacation Leave Use: Use of vacation leave requires a written request as far in advance as possible, and may be authorized up to the number of days accrued, subject to the maintenance of a minimum required workforce, peak workload coverage, and public service standards.

4.5.12.c Limits in Accrual of Vacation Leave: Employees are encouraged to request and use vacation for their wellbeing and recreation. Accrued vacation balances in excess of three times the annual accrual rate will be paid to the employee in lieu of vacation on the last pay period of the fiscal year.

4.5.12.d Unused Vacation Upon Separation: An employee who separates employment with the District, and has accrued unused vacation leave, will be paid for the remaining vacation leave with the final paycheck.

4.5.13 Voting Leave: If an employee is a registered voter and does not have sufficient time outside of working hours to vote in a statewide election, the employee may, without loss of pay, take time off with pay at the beginning or end of the work day in order to vote. In no event will this time be greater than two hours. The employee must provide at least two days' notice to his or her supervisor if he/she requires time off to vote.

4.5.14 Lactation Accommodation: Reasonable amount of break time will be provided to an employee desiring to express breast milk for her infant child. The break time will, if possible, run concurrently with break time already provided. If not, the break time will be unpaid unless other applicable paid leaves are available to the employee. The District will provide the use of a private location close to the employee's work area for this break, and will provide refrigeration, if possible, to store expressed milk.

4.5.15 Family and Medical Leave: Family and Medical Leave is provided pursuant to the Family and Medical Leave Act and the California Family Rights Act. It is a leave of absence taken for any of the following purposes:

- Newborn Children, Adoption, Foster Care – in order to care for and bond with a newborn son or daughter, or for placement of and bonding with an adopted or foster child of the employee;
- Covered Family Member's Serious Health Condition – in order to care for a spouse, domestic partner, child, or parent with a serious health condition;
- Employee's Own Serious Health Condition – because of a serious health condition that makes the employee unable to perform the functions of the employee's position;
- Military Qualifying Exigency Leave – necessary leave that arises from the employee's spouse, son, daughter, or parent being a covered military member on active duty or notified of an impending call or order to active duty;
- Military Caregiver Leave – leave for up to 26 workweeks in a single 12-month period to care for a spouse, child, parent, or next of kin who is a covered service member with a serious injury or illness.

Family and Medical Leave is unpaid but runs concurrently with applicable paid leaves.

4.5.15.a Eligibility for Family and Medical Leave: In order to qualify, the employee must have been employed by the District for 12 months, and have actually worked at least 1,250 hours during the 12 month period immediately before the date when the leave begins.

4.5.15.b Amount of Leave: Eligible employees are entitled to up to a total of 12 work weeks of leave during a 12 month period, calculated as a rolling 12 month period measured backward from the date leave is taken and continuous with each additional leave day taken. For eligible part-time employees, the number of working days that constitute 12 weeks is calculated on a pro-rata basis. The following exceptions apply, in addition to Military Caregiver Leave noted above:

4.5.15.b.1 Special Duration of Leave for Birth, Adoption, or Foster Placement: If leave is requested for the birth, adoption, or foster care placement of a child of the employee, the leave must be concluded within the first year

of the birth or placement. In addition, the minimum duration of such leave is two weeks except that an employee is entitled to leave for this purpose for at least one day but less than two weeks duration on up to two occasions. Finally, if both spouses or both domestic partners are employed by the District and eligible for leave, the aggregate number of work weeks of leave between the two is 12 weeks if leave is taken for the birth or placement for adoption or foster care.

- 4.5.15.b.2 Intermittent Leave for Serious Health Condition:** Provided medical certification is provided that such leave is medically necessary, leave may be provided on an intermittent basis (a few days or few hours at a time) or on a reduced work schedule to care for an immediate family member with a serious health condition or for medically required treatment for oneself.
- 4.5.15.c Concurrent Leaves:** Employee's accrued sick leave will be used to the extent applicable to a Family and Medical Leave. Unless otherwise authorized by the General Manager, other accrued leave must be used prior to the employee going on unpaid status. Therefore, all accrued paid leaves available to the employee will run concurrently with Family and Medical Leave. If an employee takes a leave of absence for any reason that is FMLA/CFRA qualifying, that leave is designated by the District as FMLA/CFRA leave.
- 4.5.15.d Benefits While on Leave:** While on Family and Medical Leave, whether on paid or unpaid status, employees will continue to be covered by health, dental, and vision insurance to the same extent that coverage is provided while the employee is on paid status.
- 4.5.15.e Definitions:**
- Child means a child under the age of 18 years of age, or older if incapable of self-care because of a mental or physical disability. The child must be one for whom the employee has actual day-to-day responsibility for care and includes a biological, adopted, foster or step-child, or a child of a person standing as legal guardian.
 - Parent means the biological parent of an employee or an individual who stood in loco parentis to the employee when the employee was a child.
 - Spouse means a partner to whom the employee is legally married.
 - Domestic Partner is defined under California Family Code section 297.
 - Serious Health Condition means an illness, injury, impairment, or physical or mental condition that involves any of the following:
 - a. Inpatient care in the hospital, hospice, or residential medical care facility,

- b. Continuing treatment by a health care provider for reasons of:
 - 1. a period of incapacity (inability to work or perform other regular daily activities due to serious health condition) for more than 3 consecutive days,
 - 2. a period of incapacity due to pregnancy or for prenatal care,
 - 3. treatment regimen for incapacity due to a serious health condition,
 - 4. permanent or long term incapacity due to a condition for which treatment may not be active but that is under the continuing supervision of a health care provider, or
 - 5. a period of absence to receive multiple treatments, including a period of recovery incapacity.
- Health Care Provider is as defined in the FMLA and includes a licensed doctor of medicine or osteopathy who directly treats or supervises treatment of a serious health condition; podiatrist, dentist, clinical psychologist, optometrist, or chiropractor; nurse practitioner, nurse midwife and clinical social worker; and Christian Science practitioner.

4.5.15.f Application for Family and Medical Leave: Employees are required to give as much notice as possible of their need for leave. If leave is foreseeable, at least 30 days' notice is required. If the leave is for the serious health condition of the employee, the employee must provide medical certification including a statement that the employee is unable to work at all or is unable to perform the essential functions of the job. If intermittent leave is requested, the medical certification must state that such intermittent leave is medically necessary. If the leave is for a qualified family member, written certification must be provided from the health care provider of the individual requiring care.

4.6 Personnel Records and Files

4.6.1 Official Personnel File: The District will maintain an official personnel file for each of its employees. A personnel file will contain material that is necessary and relevant for the administration of human resources and the employee-employer relationship. The employee will have received or provided all information contained in the personnel file. Personnel files are the property of the District and access to the information they contain is restricted. Employee medical information will not be contained in the official personnel file.

4.6.2 Confidential Personnel File: The District will maintain a confidential personnel file for each of its employees separate from the official personnel file in which any individually identifiable information regarding an employee's medical history, mental or physical condition, or treatment will be stored. This includes information obtained from pre-employment medical examinations, fitness for duty evaluations, workers compensation claims, verification of disability status, and drug and alcohol testing reports. Access to the information contained is restricted. Managers may only be informed regarding necessary restrictions on the work or duties of the employee and necessary accommodations. The District will release medical information only with the employee's written authorization.

- 4.6.3 Inspection of Personnel Files:** Personnel files will be made available for inspection by employees within a reasonable time after an employee's request. Inspection will be conducted in the presence of a management employee or District designated human resources representative. Upon request, employees may obtain copies of the materials subject to inspection. The District may preclude inspection of certain information in accordance with law, such as background and other pre-employment information, and materials relating to confidential investigations.
- 4.6.4 Employee Data:** Employees must ensure that the District is apprised of their current address and personal phone numbers and that all legally required documentation is kept up to date and on file in their personnel file and employee records. Changes in marital status, birth, or death or any changes that affect benefits must also be communicated to the District within 30 days of the qualifying event.
- 4.6.5 Requests for References and Release of Information in Personnel Files:** All requests for verification of employment or for reference checks concerning any current or former employee will be granted only with the employee's written consent to release the information. No such consent is needed for release of the following limited information, however: job title, dates of employment, and salary upon departure or current salary range. Response to reference checks will be made only by the General Manager or his/her specific designee.
- 4.6.6 Supervisor's Working Folder:** In order to provide the highest quality feedback and to remember occurrences and situations relevant to job performance, supervisors are encouraged to maintain notes about employee performance throughout the year. This information, exclusively for the use of the supervisor in the performance of his or her responsibilities, is not available to be viewed by employees. The information will be maintained in a secure and confidential manner.

4.7 Grievance Procedure

- 4.7.1 Definition and Purpose:** A grievance is a dispute involving the interpretation, application, or alleged violation of a specific express term of these policies. The grievance procedure provides a systematic way in which an employee may obtain consideration of a grievance and ensures that every reasonable effort can be made to resolve problems as soon as possible.
- 4.7.2 Exclusions:** The following are excluded from the definition of a grievance: requests for changes in wages, hours, and working conditions; the content of performance reviews; reclassifications, layoffs, transfers, and denials of reinstatement; the selection and examination process; disciplinary actions or terminations.
- 4.7.3 Informal Grievance:** Within five working days of the occurrence of the act causing the basis for the grievance, an employee will bring his or her grievance to the attention of the immediate supervisor for resolution. Presentation of an informal grievance is a prerequisite for proceeding further in this process.

4.7.4 Formal Grievance: If the employee believes the informal grievance has not been resolved, within 14 calendar days of the meeting he or she may initiate a formal grievance. The formal grievance must be submitted in writing to the General Manager. Failure to file within this time period shall constitute a waiver of the right to proceed. The formal grievance must contain the following information:

- Name and classification of the grievant.
- A clear statement of the nature of the grievance, including the date and location of the occurrence of the action giving rise to the grievance.
- The specific policy alleged to have been violated.
- The date upon which the informal discussion with the supervisor took place.
- The remedy requested.
- The date the formal grievance is being submitted.
- The signature of the grievant.
- The name of a representative if the grievant wishes to have a representative in the formal grievance process.

4.7.5 Response to Formal Grievance: Within three calendar weeks after a formal grievance is filed, the General Manager or his or her designee will investigate the grievance and provide a decision. If longer time is required, the General Manager will so inform the grievant within the three calendar weeks. At the General Manager's discretion an informal hearing or meeting involving one or both parties to the dispute may be conducted. The decision of the General Manager is binding.

4.7.6 No Amendments: There will be no amendments of a grievance from one step to the next without the approval in writing of both parties.

4.7.7 No Retaliation: Employees will not be penalized or retaliated against in any way for using the grievance procedure or for testifying as a witness in a grievance proceeding.

4.8 Reasonable Accommodation

4.8.1 General: The District is committed to the fair and equal employment of people with disabilities. The District will reasonably accommodate qualified individuals with disabilities unless the accommodation would impose an undue hardship on the District. In general, it is the responsibility of the person with a disability to notify the District that a reasonable accommodation is needed. The District will also provide reasonable accommodation to

employees who are victims of domestic violence, sexual assault, or stalking to ensure their safety at work. The District will engage in a timely, good faith, interactive process with qualified employees requesting accommodation in order to determine appropriate and reasonable accommodation if possible.

4.8.2 Process for Requesting Reasonable Accommodation for a Disability

4.8.2.a An employee who believes he or she is a qualified individual with a disability and requires accommodation will submit a written request for reasonable accommodation to the District's human resources representative. The request must include the following information:

- Why he or she believes the protections of this policy apply, including whether it is a protected disability, there is a record of having a protected disability, or he/she is regarded as having a disability;
- Whether the accommodation is needed to perform the essential functions of the job or is needed so the individual can experience the same benefits and privileges as all other similarly situated employees;
- What accommodation is requested, if known; and
- The anticipated cost of the accommodation, if known.

The employee should be prepared to provide documentation of the disability.

4.8.2.b Once the possible need for reasonable accommodation arises, either by the employee's request or by the District's knowledge of the employee's disability, the General Manager or his/her designee will in a timely manner:

- Review the purpose and essential functions of the employee's job; and
- Meet with the employee to ascertain
 - a. the precise job-related limitations imposed by the disability and how those limitations would be overcome with a reasonable accommodation; and
 - b. identify the possible reasonable accommodations and assess the effectiveness of each in enabling the employee to perform the essential functions of the job; and
 - c. understand the preferences of the employee, and the reasons therefore.

Documentation of the disability and medical confirmation of the limitations may be required before a final decision can be made.

4.8.2.c Unless undue hardship is created for the District, the General Manager or his/her designee will select and implement the reasonable accommodation most appropriate

for the District and in consideration of the employee's preferences and reasons therefore. Undue hardship may include undue cost, unavailable resources, substantial operational disruption, or the need to fundamentally alter the nature of the business.

4.8.2.d The employee will be notified in writing of the District's decision, and the duration of the accommodation, if made. If further discussion is desired, the employee may request a follow up meeting with the General Manager or designee.

4.8.3 Process for Requesting Reasonable Accommodation for the Safety of a Victim of Domestic Violence, Sexual Assault, and/or Stalking

4.8.3.a Once the District becomes aware of an employee's status as a victim of domestic violence, sexual assault, or stalking, and the employee requests a reasonable accommodation to ensure his or her safety at work, the General Manager or his or her designee will

- Meet with the employee to identify the nature of the threat to the employee and explore possible reasonable accommodations that might include, but are not limited to, installing a lock, changing the employee's work telephone and/or work station, or modifying the employee's work schedule; and
- Select and implement the reasonable accommodation most appropriate without undue hardship for the District to ensure the safety of the employee at work.

4.8.3.b The employee will be notified in writing of the District's decision, and the duration of the accommodation, if made. If further discussion is desired, the employee may request a follow up meeting with the General Manager or designee.

4.8.4 Process for Requesting Reasonable Accommodation in the Hiring Process

4.8.4.a A job applicant who requires accommodation in order to participate in the hiring process should submit an accommodation request with the employment application.

4.8.4.b The District's human resources representative will contact the applicant to discuss the needed accommodation and possible alternatives.

4.8.4.c If accommodation is reasonable and is approved, the human resources representative will take the necessary steps to see that the accommodation is provided.



marin transit

February 7, 2022

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san rafael, ca 94901

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marintransit.org

Honorable Board of Directors
Marin County Transit District
3501 Civic Center Drive
San Rafael, CA 94903

SUBJECT: Service Costs and Financial Trends

Dear Board Members:

RECOMMENDATION: Information item only.

board of directors

stephanie moulton-peters
president
supervisor district 3

katie rice
vice president
supervisor district 2

eric lucan
2nd vice president
city of novato

judy arnold
director
supervisor district 5

kate colin
director
city of san rafael

damon connolly
director
supervisor district 1

dennis rodoni
director
supervisor district 4

brian colbert
alternate
town of san anselmo

BACKGROUND: Staff is presenting a series of three board presentations: Ridership and Service Trends (January 2022), Service Costs and Financial Trends (this item), and Options for Future Service (March 2022). These presentations are designed to continue to inform the public and your Board on how COVID-19 has impacted our District. Board feedback and public input will help staff develop service plan adjustments and develop service delivery options to ensure the District continues to provide excellent and sustainable transit service to Marin County.

COVID-19 significantly altered many aspects of day-to-day life, including travel patterns and travel behavior. Immediately following shelter-in-place orders in 2020, ridership of public transit service nationwide plummeted. Marin County implemented mandatory safety measures to limit the spread of the virus including social distancing, mask requirements, and enhanced cleaning protocols for shared public spaces including transit vehicles.

Due to a devoted team of drivers, mechanics, and other operational support staff, the District's contractors sustained local transit services throughout the pandemic, including during the mandatory shelter-in-place periods. Many changes have been made during the last 21 months to account for social distancing and respond to the mobility needs of the community. This letter and attached presentation summarize the District's current and projected costs for delivering service and updates to revenue projections.

SUMMARY: Staff maintains a 10-year financial model that is used for projections in the District's Short Range Transit Plan and as a basis for the annual budget process. Marin Transit staff will begin the FY2022/23 budget development process in February 2022 and will bring a draft budget to your Board on May 2, 2022 and a final budget for adoption in June 6, 2022.

Throughout the COVID pandemic, the decline in ridership has correlated to a decline in passenger fare revenue. In FY2020/21, fare revenue dropped \$1.6 million (49%) compared to the prior year.

During this timeframe, Marin Transit maintained and expanded service to provide essential fixed route service and as result fixed route operations costs did not decline. Demand for paratransit and other Marin Access services did decline and there was a corresponding drop in operated hours. However, Marin Transit maintained payments to Vivalon in 2020 based on prior operation levels and increase fixed route service payments in 2021 so the District did not see the full savings from lower demand response revenue service hours. Marin Transit also increased fixed fee payments to fixed route contractors to allow for enhanced cleaning and maintenance of vehicles.

Maintaining and expanding service during the pandemic was possible due to significant Federal COVID relief funds for operations. The District's federal funds for operations increased \$5.7 million in FY2020/21 and the District will have federal COVID relief funds to expend through FY2022/23.

Purchased transportation is the District's largest expense. Even before the pandemic, the tight labor market in Marin County was putting stress on operators. While there was an initial spike in unemployment at the start of the pandemic (March 2020), the labor market has again tightened, and all contractors are having challenges with hiring and retaining front line employees. This challenge will drive purchased transportation cost up in the future. The current model projections include an 18% increase in Golden Gate Bridge Highway and Transportation District (GGBHTD) costs in FY2022/23 and an 8% increase in cost for the competitively bid contracts in FY2023/24.

With the drop in fare revenue and projections for a significant drop in sales tax based revenue, the District took additional measures to control costs. This included shifting Route 17 and 17x (14,800 annual revenue hours) from GGBHTD to Marin Airporter in September of 2020, achieving a net savings of \$1.1 million per year.

Contractor Revenue Service Rates and Labor Trends

Marin Transit operates fixed route transportation under two purchased transportation contracts and one interagency agreement. These contracts are with Marin Airporter and MV Transportation and an agreement with the GGBHTD. The attached presentation reviews the structure and components of each contract. The financial span from the highest contract rate to the lowest is \$51 per revenue hour. Negotiations with GGBHTD for a new inter-agency operations agreement to take effect on January 1, 2023 are in progress. GGBHTD have notified the District that to reflect their costs for operations they need to increase our hourly rate by 18% or more.

Financial Outlook

Under baseline conditions, Marin Transit has sufficient reserves and carryforward of federal COVID relief funds to maintain financial stability through FY2022/23. After that point, the imbalance between projected operation expenses and operation revenues creates a financial cliff with full expenditure of financial reserves in FY2025/26. Three conceptual service-related options are under evaluation that bring revenues and expenses into balance.

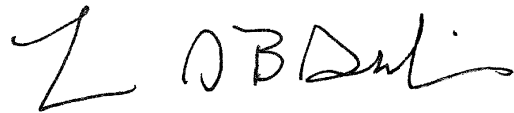
- Scenario 1 – Reduce service hours
- Scenario 2 – Shift hours between contracts
- Scenario 3 – A combination of service reductions and shifting hours between contractors

These conceptual options are designed to illustrate the magnitude of changes needed. Scenario 2 is not feasible without additional fixed route vehicle parking and maintenance facilities. Based on the service and ridership information in the January 2022 board presentation, there are opportunities to right size Marin Transit's fixed route service in the near-term. Additional service was added during the pandemic to address temporary vehicle capacity restrictions and reductions in GGBHTD regional service. A re-assessment of this added service, alongside an analysis of less productive service could help achieve financial stability without significant disruptions to passengers. By making smaller, more incremental changes sooner, the District can improve the financial outlook without needing large disruptive changes. This is also an opportunity to address observed changes in travel patterns from the COVID-19 pandemic. Staff will present more details on how service can be adjusted at the March 2022 board meeting.

FINANCIAL IMPACT:

There is no current fiscal impact associated with this item.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "L Gradia". The signature is fluid and cursive, with a large initial "L" and the name "Gradia" written in a similar style.

Lauren Gradia
Director of Finance and Capital Programs

Attachment A: Presentation



Summary of Service Costs and Projections

Presented February 07, 2022

January 10, 2022

Meeting 1 -Ridership and Service Trends

February 7, 2022

Meeting 2- Service Costs and Projections

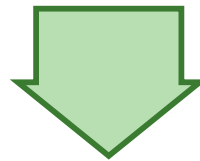
March 7, 2022

Meeting 3 - Options for Future Service



Board
Feedback

development of FY2023 service plan



May 2, 2022

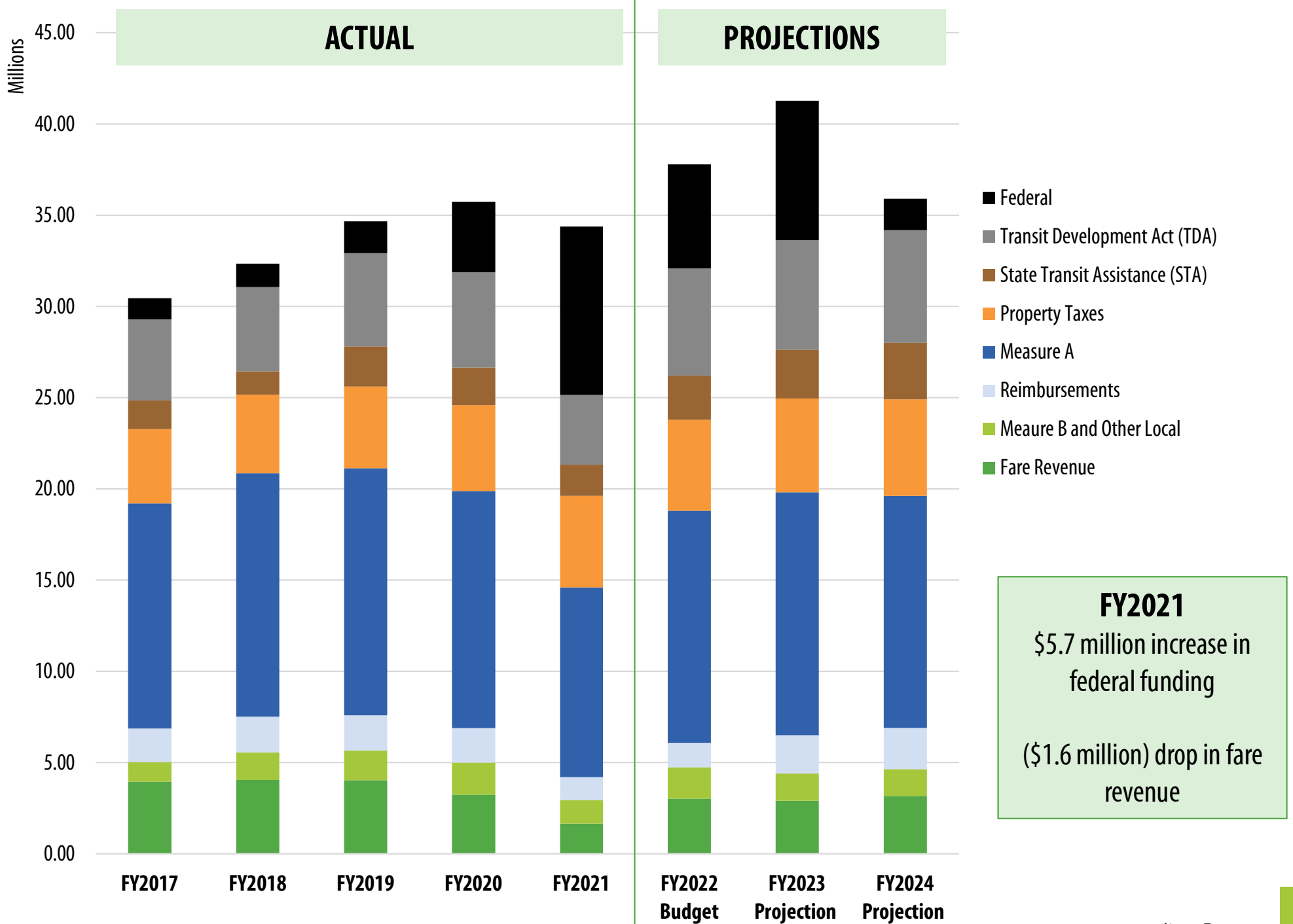
Presentation of FY2023 Draft Budget

June 6, 2022

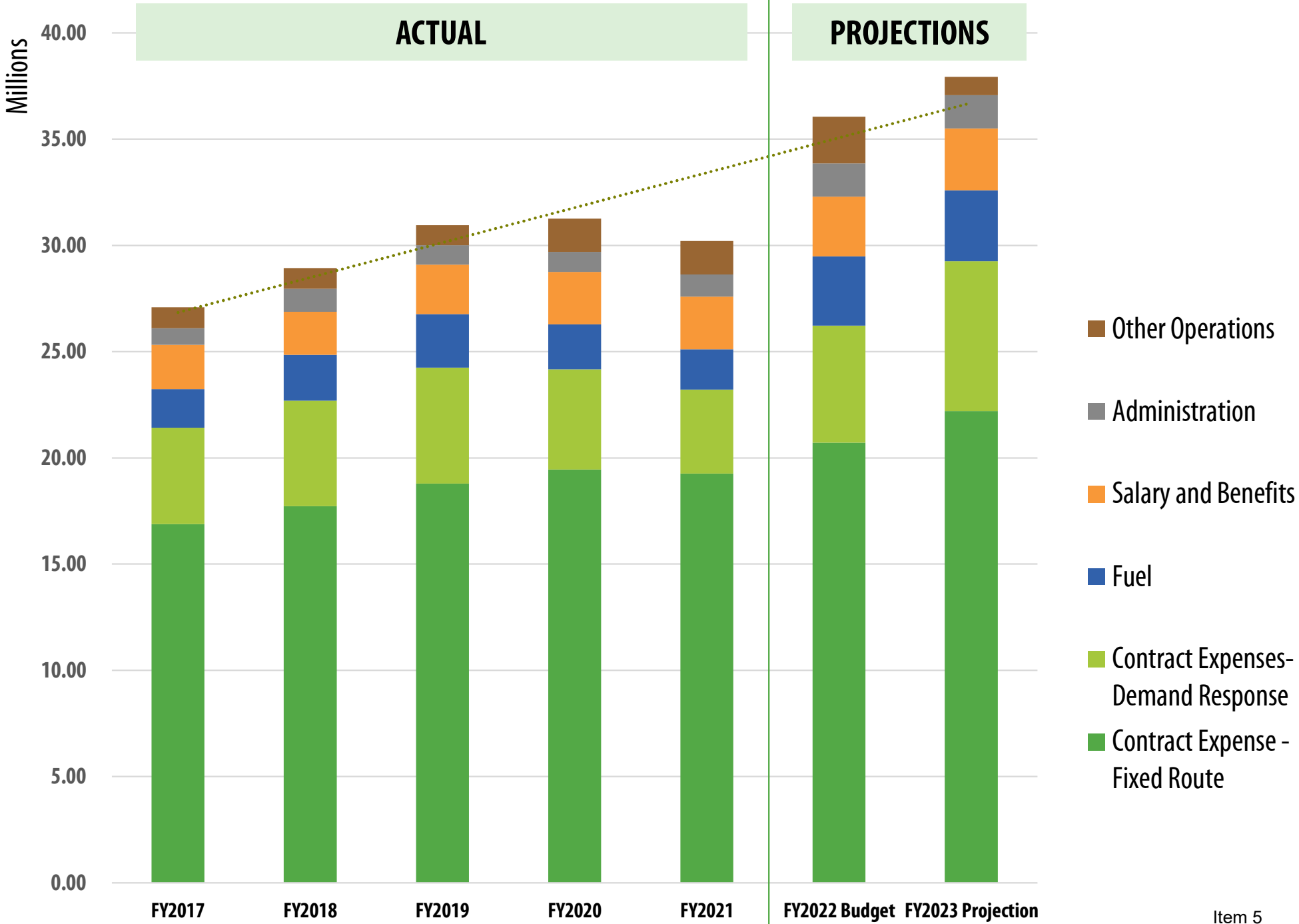
Adoption of FY2023 Final Budget

- Strong short-term financial position
- Challenging service delivery environment
- Continued need for sufficient facilities
- Up-coming and current contract re-negotiations and re-bids create uncertainty

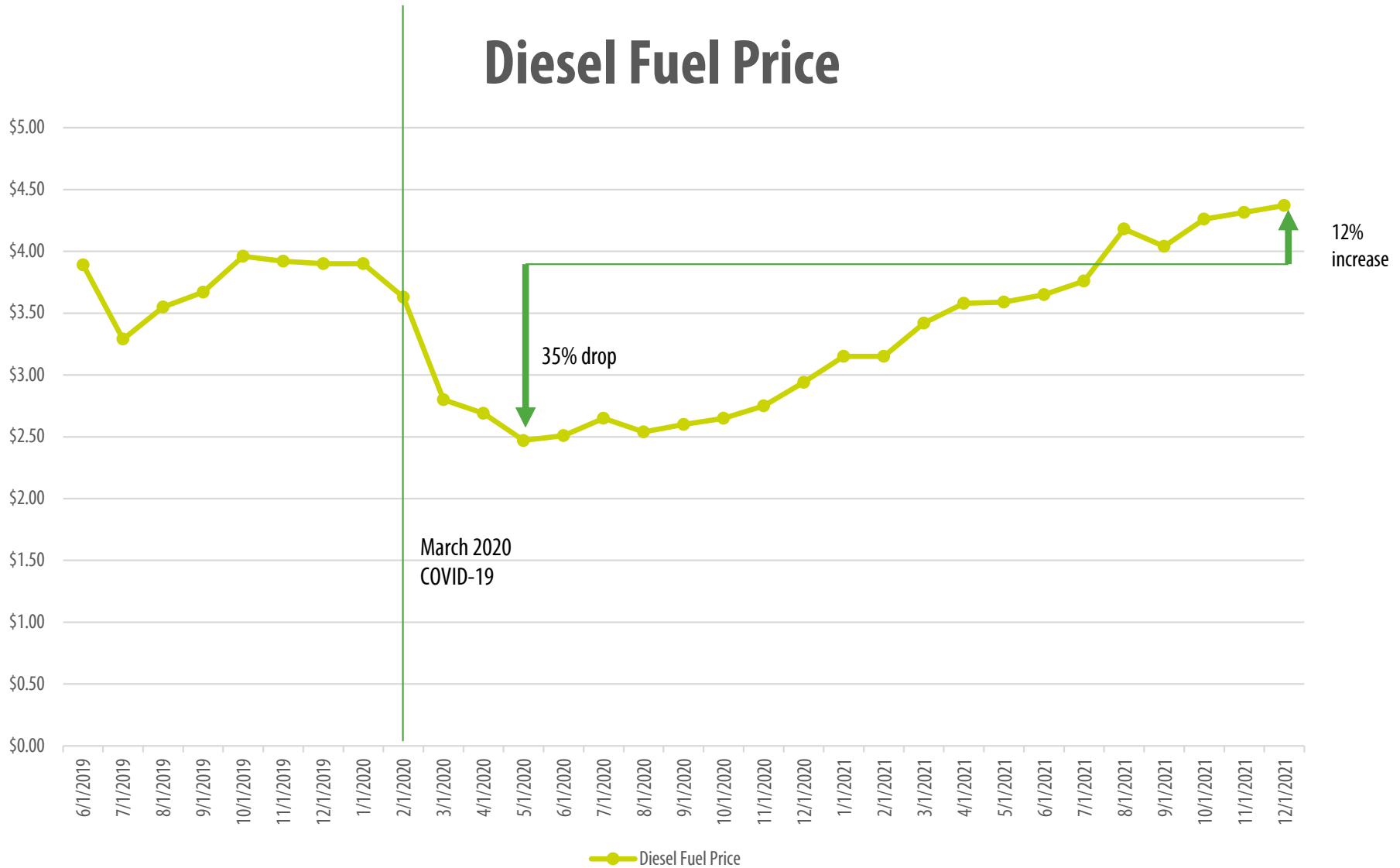
Marin Transit Revenues by Source



Marin Transit Operations Expenses by Type



Diesel Fuel Price per Gallon

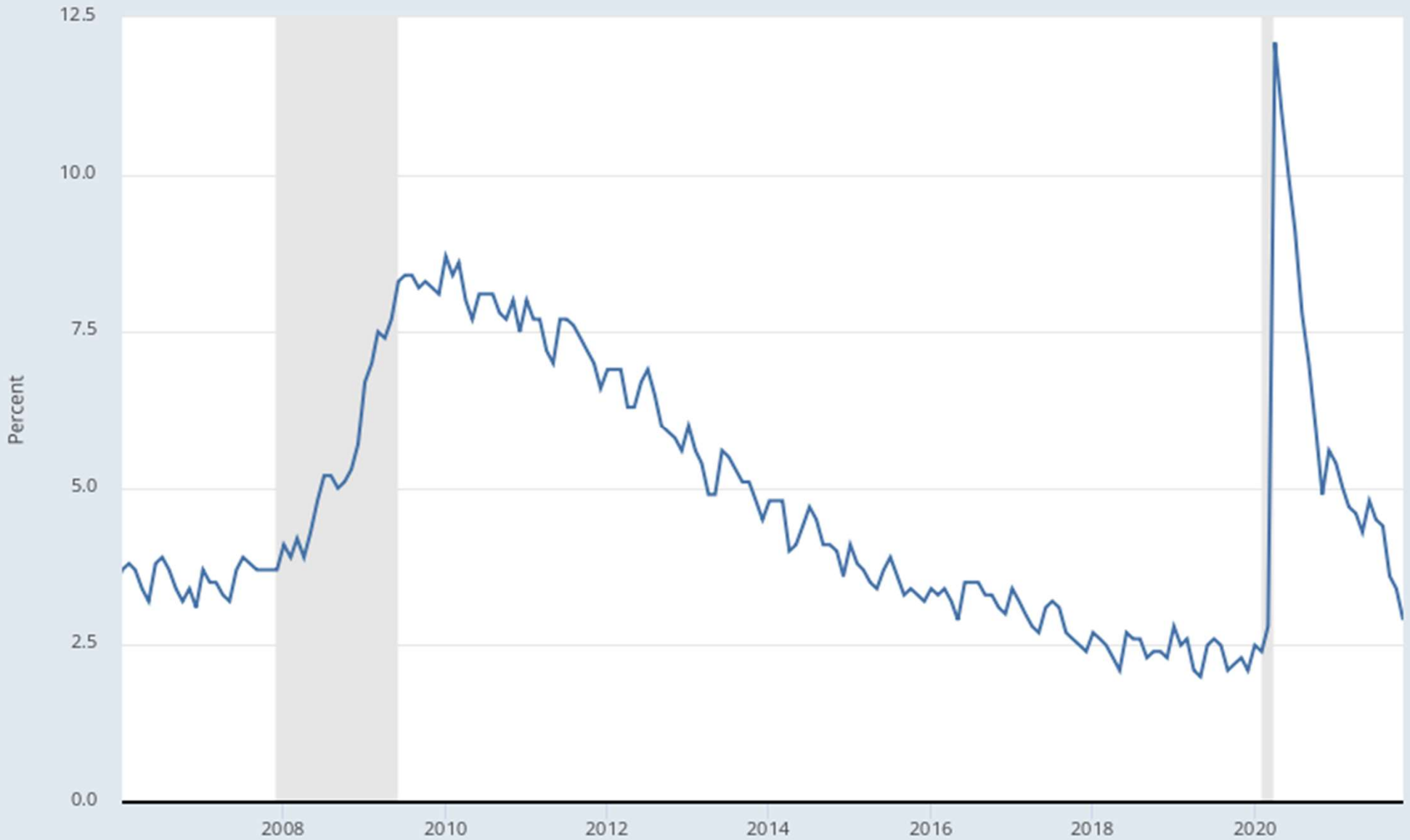


Based on monthly average price paid at County of Marin Pumps

Unemployment Rate in Marin County



FRED — Unemployment Rate in Marin County, CA



Shaded areas indicate U.S. recessions.

Source: U.S. Bureau of Labor Statistics

myf.fred/staff/g/KQvX

Fixed Route Purchased Transportation Contracts

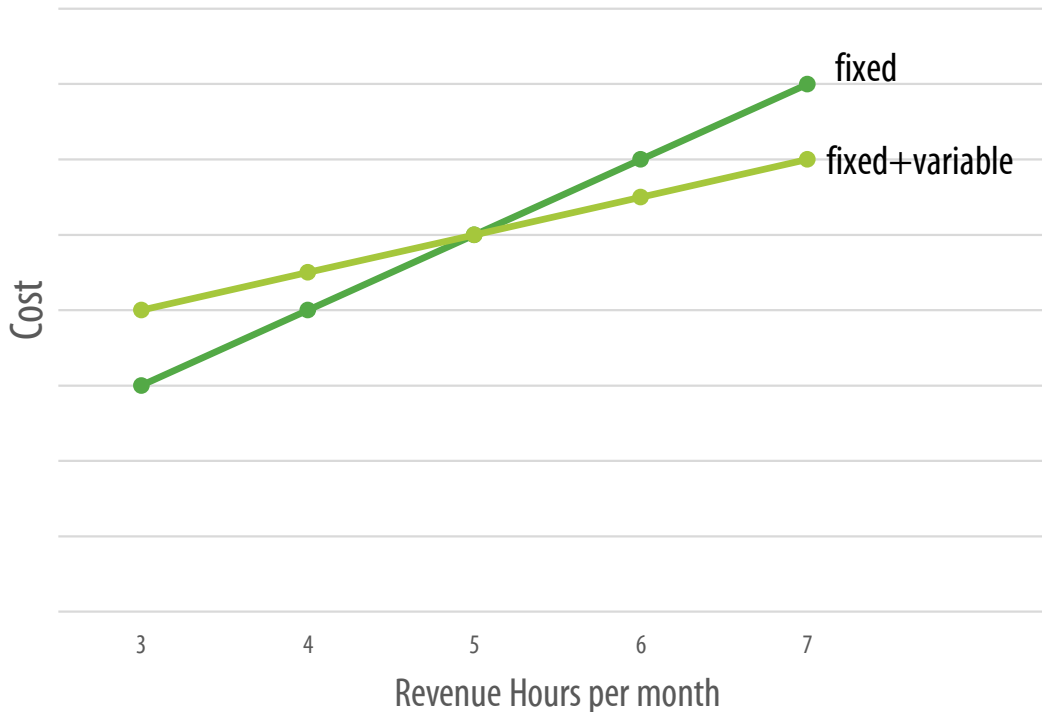


Contract	Contract Type	FY2022 Budget Rev Hours	Est. FY2022 Rev Hour Rate (based on Budget Hours)
GGBHTD	Variable Rate	74,700	\$134.94
Marin Airporter	Fixed and Variable	87,300	\$81.92
MV Transportation	Fixed and Variable	33,400	\$106.53

Notes:

- 1) Marin Transit provides vehicles and scheduling for all contracts
- 2) All contractors provide facilities and dispatch services
- 3) Fuel is excluded from pricing and is paid as a direct cost
- 4) All customer service and San Rafael Transit Center security and maintenance is provided in GGBHTD contract as separate direct fee

Contract type – variable vs fixed and variable



Fixed and variable rate

- can better represent cost structures
- benefits MCTD if hours are increasing
- benefits contractor if hours are decreasing

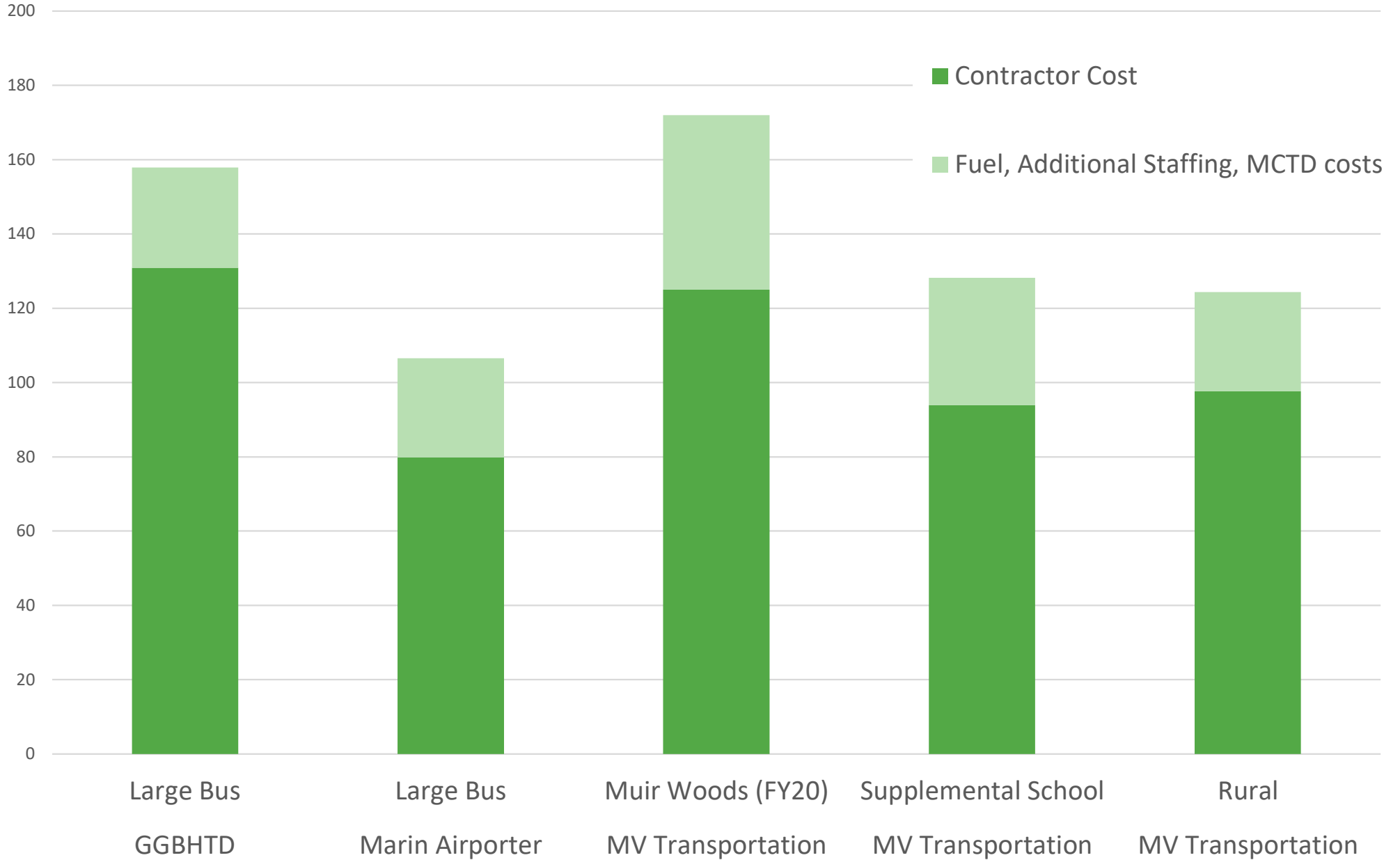
Variable rate

- simple
- always has the same cost per hour
- costs increase quickly with increased hours

Contract Type Examples

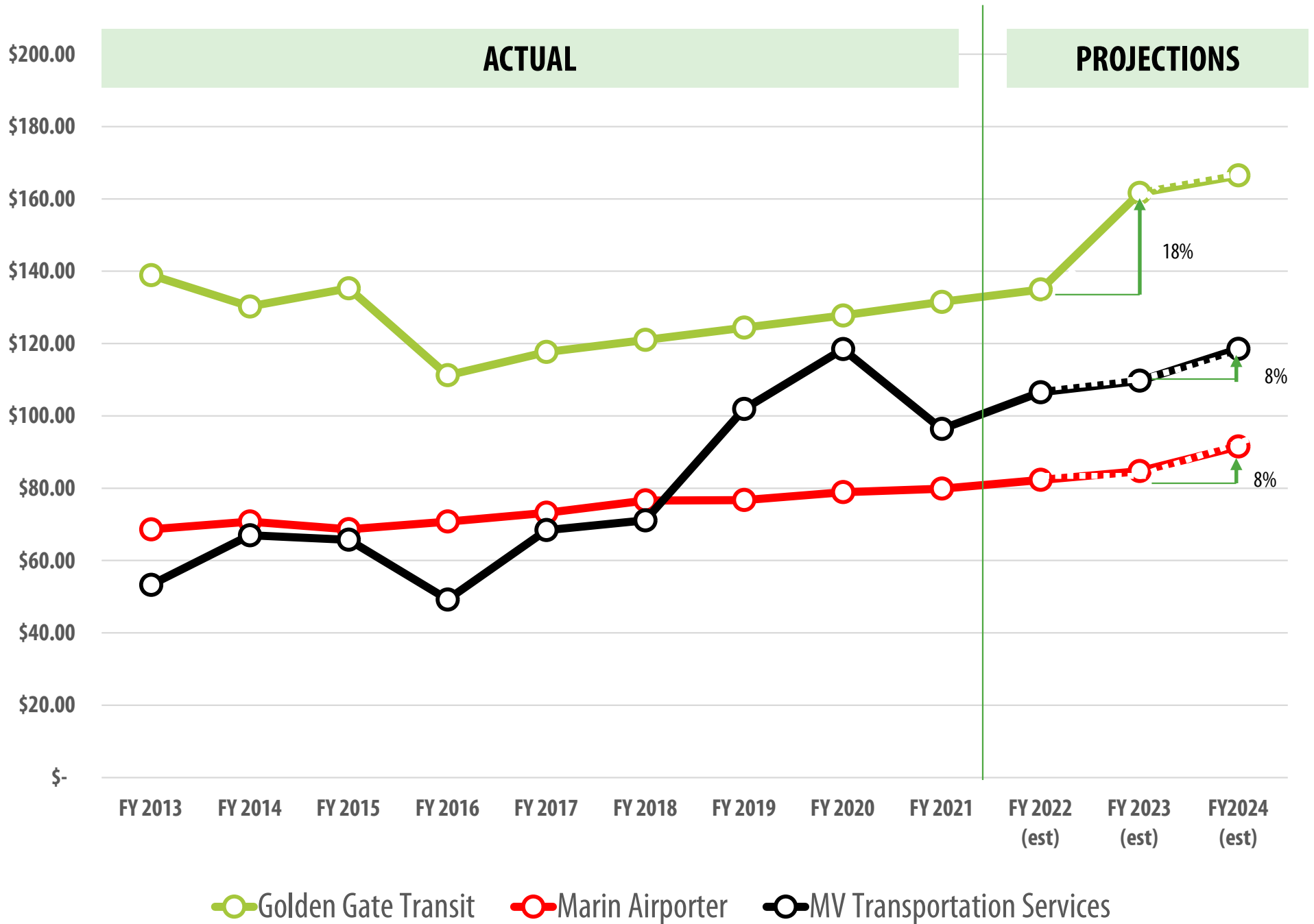
Variable Rate Contract	Example \$100/hour	3 hours = \$300 5 hours = \$500 10 hours = \$1000	Always the same cost per hour
Fixed and Variable Rate Contract	Example \$250 fixed + \$50/hour	3 hours = \$400 5 hours = \$500 10 hours = \$750	Cost per hour dependent on number of hours operated

Operation Service Cost Per Hour By Service (FY2021)



Excludes COVID cleaning expenses

Fixed Route Contract Cost Per Revenue Hour



Difference in contract rate is more than labor rates and benefits

	Driver Hourly Wage		Contract Revenue Hour Rate	
	Driver Low	Driver High	FY2021	FY2022
Golden Gate	\$ 26.35	\$ 32.09	\$131.52	\$134.94
Marin Airporter	\$ 24.00	\$ 25.85	\$79.79	\$81.92
MV Transportation	\$ 25.00	\$ 30.00	\$96.37	\$106.53

Span of wages \$6.24 → adjusted for benefits @100% plus 1.5 hours per revenue hour (high estimate) --→ \$18.72

Span of Contact rates - \$51

Baseline Financial Forecasting Assumptions



Service

- No major changes in fixed route service hours
- Paratransit service growth – 2.2%
- GGBHTD Rate FY2022/23 @ \$161.63 per hour (18% growth)

Expenses

- 8% increase of contracts at re-bid, annual escalation 2-3%
- Short term fuel escalation 5%, long term 2%
- General inflation – 3%

Revenues

- No continued federal COVID relief revenue for operations
- Diesel tax growth - 1.5%
- Sales tax growth - 2.2% (from TAM)
- Includes growth state revenues (STA, TDA)
- Includes GGBHTD continue payments for a share of local paratransit service

Marin Transit Baseline Reserve Projection

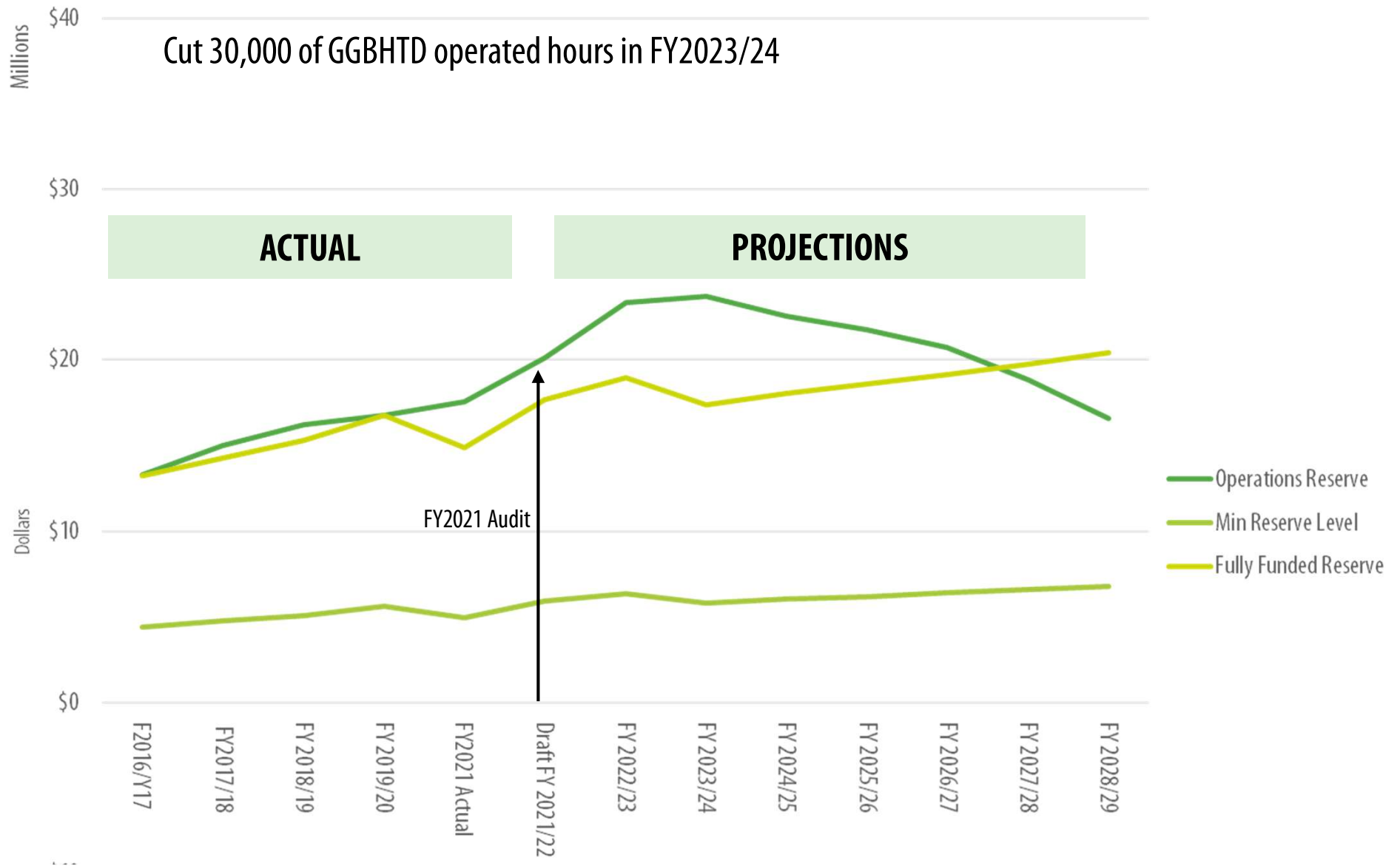


Modeled Service Plan Scenarios

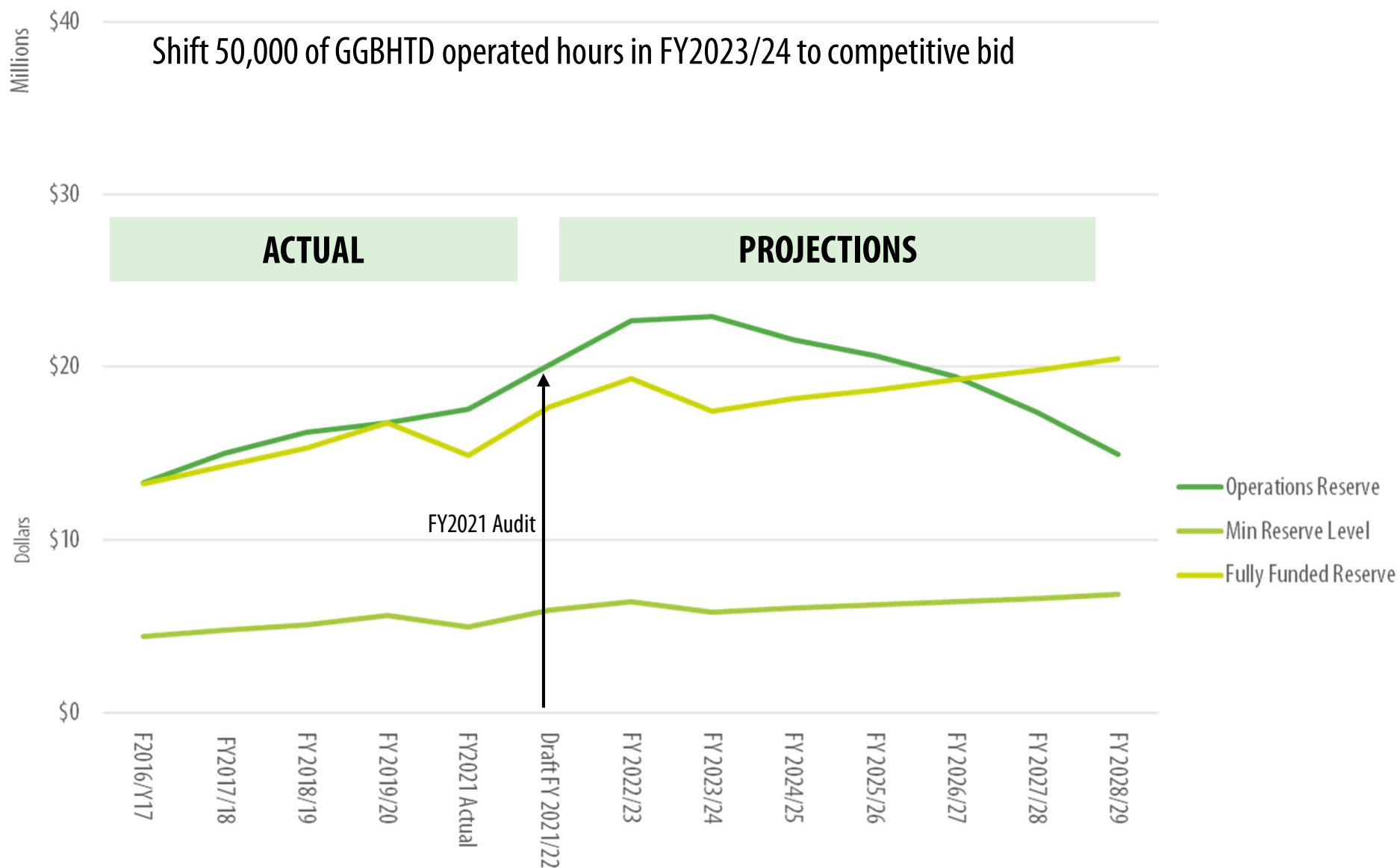


Scenario	Description	Service Reductions/ Shifts in FY2024	% of Fixed Route Hours Cut
Scenario 1	Reduce service hours	Reduce 30,000 hours operated by GGBHTD (or 48,000 from competitive bid contract)	15% (25%)
Scenario 2	Shift service hours between contracts	Shift 50,000 hours operations by GGBHTD to competitive bid contract	0%
Scenario 3	Reduce and shift service hours between contracts	Reduce 20,000 hours & shift 20,000 hours	10%

Reserve Projection - Scenario 1: cut service hours

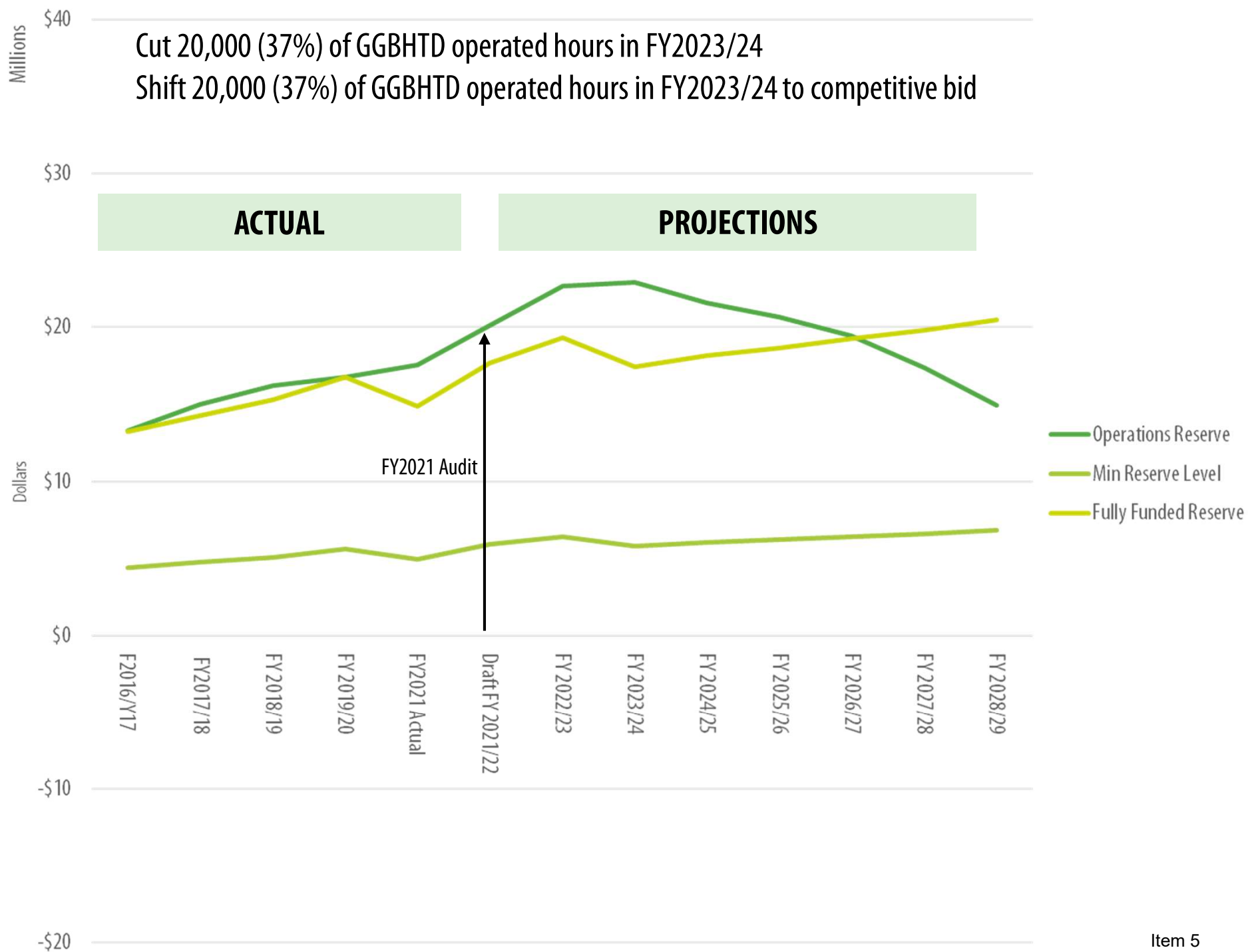


Reserve Projection - Scenario 2: shift hours



This is not a feasible scenario without additional fixed route parking and maintenance facilities

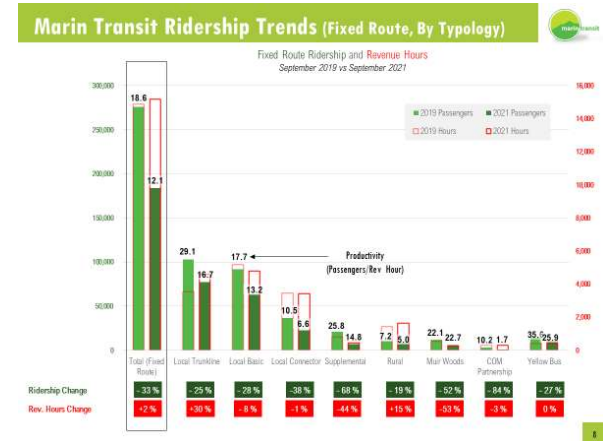
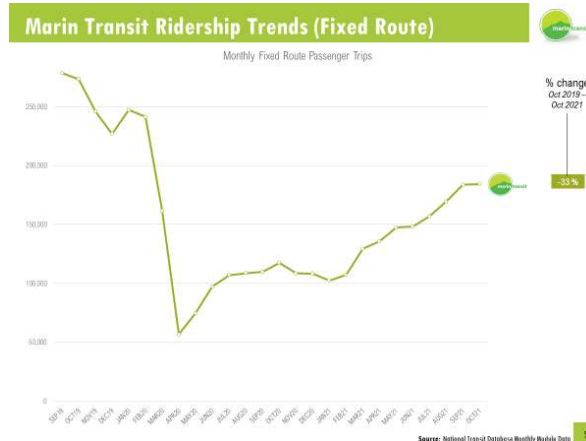
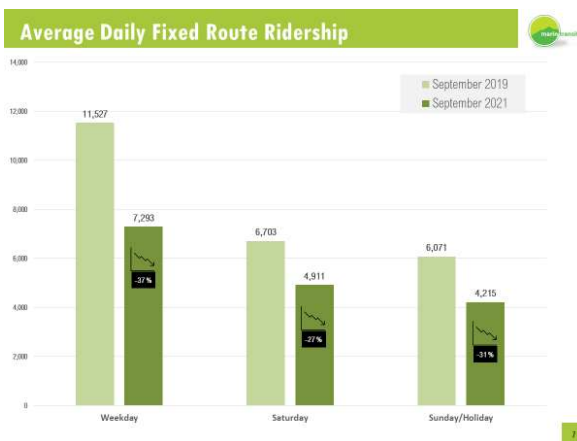
Reserve Projection - Scenario 3: combination



Current Service Opportunities



- Opportunity to right size service
 - Reduce additional service added in pandemic
 - Reduce less productive service
- Small changes sooner help our financial outlook
- Incremental changes are less disruptive than large service cuts
- Opportunity to address changes in travel pattern
- Proactive steps to maintain financial stability



Next Steps

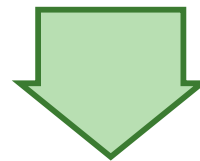


January 10, 2022	Meeting 1 -Ridership and Service Trends
February 7, 2022	Meeting 2- Service Costs and Projections
March 7, 2022	Meeting 3 - Options for Future Service



Board
Feedback

development of FY2023 service plan



May 2, 2022	Presentation of FY2023 Draft Budget
June 6, 2022	Adoption of FY2023 Final Budget

Thank You

Lauren Gradia, PE

Director of Finance and Capital Programs, Marin Transit

lgradia@marintransit.org